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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~310.~~ 84

THE INHABITANTS OF THE TOWNSHIP OF POMPTON, IN THE COUNTY OF PASSAIC, PLAINTIFFS IN ERROR,

vs.

THE COOPER UNION FOR THE ADVANCEMENT OF SCIENCE AND ART.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF NEW JERSEY.

FILED NOVEMBER 23, 1876.

SUPREME COURT OF THE UNITED STATES.

No. 310.

THE INHABITANTS OF THE TOWNSHIP OF POMPTON, IN THE COUNTY OF PASSAIC, PLAINTIFFS IN ERROR,

vs.

THE COOPER UNION FOR THE ADVANCEMENT OF SCIENCE AND ART.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF NEW JERSEY.

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a UNITED STATES OF AMERICA, *ss:*

The President of the United States to the judges of the circuit court of the United States for the district of New Jersey, greeting:

Because in the records and proceedings, and also in the rendition of the judgment of a plea which is in the said circuit court, before you, between The Cooper Union for the Advancement of Science and Art, and The Inhabitants of the Township of Pompton, in the county of Passaic, a manifest error hath happened, to the great damage of the said The Inhabitants of the Township of Pompton, in the county of Passaic, as by their complaint appears, we being willing that the error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you that if judgment be therein given, that under your seal distinctly and openly you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you may have the same at Washington on the second Monday in October next, in said Supreme Court to be then and there held, that the records and proceedings aforesaid being inspected the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States, should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the said Supreme Court, the eighth day of September, in the year of our Lord one thousand eight hundred & seventy-six.

[SEAL.] S. D. OLIPHANT.

Clerk of the Circuit Court for the District of New Jersey.

*a*½ (Indorsed:) United States Supreme Court. The Inhabitants of the Township of Pompton, in the county of Passaic, plaintiffs in error, vs. The Cooper Union for the Advancement of Science and Art, defendants in error. In debt. Writ of error to the circuit court for the district of New Jersey. Ret'ble. October term, 1876. Thomas N. McCarter, att'y.

b UNITED STATES OF AMERICA, *ss:*

To the Cooper Union for the Advancement of Science and Art, greeting:

Your are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington on the second Monday in October next, pursuant to a writ of error, filed in the clerk's office of the circuit court of the United States for the district of New Jersey, wherein The Inhabitants of the Township of Pompton, in the county of Passaic, are plaintiffs, and you are defendants in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the said Supreme Court of the United States, this 8th day of September, in the year of our Lord one thousand eight hundred and seventy-six.

[L. S.] JNO. T. NIXON, *J.*

c (Endorsed:) United States Supreme Court. The Inhabitants of the Township of Pompton, in the county of Passaic, plaintiffs in

error, vs. The Cooper Union for the Advancement of Science and Art, Defendant in error. In debt. Citation in error.

Filed Sept. 8, 1876.

S. D. OLIPHANT, *Clerk.*

Ret'ble October term, 1876.

THOMAS N. McCARTER, *Att'y.*

Due and legal service of within writ is hereby acknowledged. September 8, 1876.

BARKER GUMMERE,
Att'y of Pl'ff Below.

1 *Docket entries.*

In the circuit court of the United States in and for the district of New Jersey, in the third circuit.

Barker Gummere, esq.

THE COOPER UNION FOR THE ADVANCEMENT of Science and Art
vs.
THE INHABITANTS OF THE TOWNSHIP OF POMPTON, in the county of Passaic.
} Summons in debt.

Thomas N. McCarter, esq.

1874.

Sept. 25.—Summons issued, returnable Nov. 2nd, 1874.
Oct. 2.— " returned served.
Nov. 7.—McCarter & Keen appear for the defendant.
Dec. 4.—Narr. filed.

1875.

Jan'y 18.—Demurrer and plea filed.
Feb'y 27.—Joinder and similiter filed.
M'ch 31.—Ordered for hearing & continued to April 3, 1875.
April 3.—Demurrer heard, decision reserved.
Aug. 14.— " overruled, rule entered & filed for defendants to plead issuably in thirty days.
Sept. 25.—Plea filed, similiter and demurrer filed.
" 28.—On trial list, ordered for hearing Dec. 20, 1875.
Dec. 23.—Barker Gummere heard for demurrer, no appearance for the defendant; decision reserved.

2 1876.

M'ch 7.—Demurrer to the 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, and 10th pleas is sustained, and to the 11th and 12th overruled. Defendants have leave to amend the 2nd and 3rd pleas, &c.
M'ch 9.—Replication filed.
May 31 &—Jury sworn.
June 1 & 2.—On trial.
" 2.—Verdict of jury for $16,296.62 debt, $1,791.40 damages, $540.45 costs taxed, &c.
Sept. 8.—Citation, writ of error, and bond for costs, in the sum of two hundred and fifty ($250) dollars.

3 UNITED STATES OF AMERICA.
District of New Jersey, ss:

The President of the United States of America to the marshal of the district of New Jersey, greeting:

We command you that you summon The Inhabitants of the Township of Pompton, in the county of Passaic, citizen of the State of New Jersey, if in your district they may be found, to be and appear before our judges of the circuit court of the United States for the third circuit, and district of New Jersey, at a court to be holden at Trenton, in said district, on the second day of November next ensuing, to answer unto the Cooper Union for the Advancement of Science and Art in a plea that they render to the said The Cooper Union for the Advancement of Science & Art the sum of sixteen thousand & eight hundred & twenty-five dollars, which they owe to and unjustly detain from them as is said, and have you then and there this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at Trenton, in said district, this twenty-fifth day of September, in the year of our Lord one thousand eight hundred and seventy-four.

[SEAL.] S. D. OLIPHANT, *Clerk.*

BARKER GUMMERE, *Att'y.*

4 (Indorsed:) Circuit court of the United States of America, district of New Jersey. The Cooper Union for the Advancement of Science and Art vs. The Inhabitants of the Township of Pompton, in the county of Passaic. Summons in debt. Returnable November 2, 1874. Barker Gummere, att'y.

I hereby depute William J. Montgomere to execute the within process.

Dated Sept. 28, 1874.

SAMUEL PLUMMER,
U. S. Marshal,
Per JOHN C. BAILEY, *Dep'ty.*

Returned Oct. 7, 1874. S. D. O., cl'k.

Wm. J. Montgomery, being duly sworn, on his oath says that he duly served a copy of this writ on Martin Drew, clerk of the township of Pompton, and on James Ludlam, Samuel Van Ness, Cornelius Townsend, & Charles Morris, committee of said township of Pompton, in the county of Passaic and State of New Jersey, on the 29th day of September, 1874.

W. J. MONTGOMERY.

Sworn & subscribed before me this 6th day of Oct., 1874.

JOHN C. BAILY,
Justice of the Peace, Hudson Co., N. J.

5 Circuit court of the United States for the third circuit and district of New Jersey. Of the secononnd day of November, A. D. eighteen hundred and seventy-four.

DISTRICT OF NEW JERSEY, *ss:*

The Inhabitants of the Township of Pompton, in the county of Passaic, who are citizens of the State of New Jersey, incorporated by that name

by the said State, and having their place of business therein, defendants in this suit, were summoned to answer unto The Cooper Union for the Advancement of Science and Art, who are citizens of the State of New York, incorporated by that name by the said State, and having their principle place of business therein, plaintiffs in this suit, of a plea that they, the said defendants, do render to the said plaintiffs the sum of sixteen thousand eight hundred and twenty-five dollars, which they owe to and unjustly detain from them as is said. And thereupon the said plaintiffs, by Barker Gummere, their attorney, complain:

6 For that whereas heretofore, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 1 (one), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty five dollars, on

presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that, before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned, and of said sum of one thousand dollars in said bond mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

7 And whereas also in the months of July and August, A. D. eighteen hundred and sixty eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 2 (two), which bond signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City on the

first day of November, eighteen hundred and seventy-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office," were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty five dollars, on presentation of said coupon at the same bank above-mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above-mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above-mentioned, and the said bond was duly presented at the same bank above-mentioned and in said bond and coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned, and of said sum of one thousand dollars in said bond mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

8 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two thirds of the real estate and landed property of the township of

Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 3 (three), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-three and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office," were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and dis-

trict aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned, and of said sum of one thousand dollars in said bond mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

9 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 4 (four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "registered in the county clerk's office," were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said inter-

est coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that, before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned, and of said sum of one thousend dollars in said bond mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

9½ And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered five (5), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer

trict aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned, and of said sum of one thousand dollars in said bond mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

9 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 4 (four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "registered in the county clerk's office," were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said inter-

est coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that, before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned, and of said sum of one thousend dollars in said bond mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

9½ And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered five (5), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer

thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "registered in the county clerk's office," were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned, and of said sum of one thousand dollars in said bond mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

10 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868,

certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 6 (six) which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupons at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly

presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

11 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 7 (seven) which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said board, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the

said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the same sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

12 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of

the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montelair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 8 (eight), which bond signed and sealed as aforesaid is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy four, thirty five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City and payment of

said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

13 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company: and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 9 (nine), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually, on the first days of May and November in each and every year, until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey,

and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice: and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

14 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least

two thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 10 (ten), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of

said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

15 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic, and State of New Jersey, borne on the last assessment-roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 11 (eleven), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes or the bearer thereof one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-five, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of

New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City for semi-annual interest on said bond, and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of November, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the same bank above mentioned for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-four, thirty-five dollars on presentation of said coupon at the same bank above mentioned for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

16 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9,

1868, certain persons owning or representing, as agent or president, at least two thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit. on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond bearing date the day and year last aforesaid, numbered 12 (twelve), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-five, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year, until the maturity of said bond on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond, and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above men-

tioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned, and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof, an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

17 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic, and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 13 (thirteen), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-five, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pur-

suance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the same bank above mentioned for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteeen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

18 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868,

certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic, and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 14 (fourteen), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-five, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned

was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

19 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 15 (fifteen), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-five, and also the interest thereon, at the rate of seven per cent. per annum, payable semi annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of

the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registed in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signatnre of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

20 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868,

certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 16 (sixteen), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-six, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly

presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

21 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 17 (seventeen); which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-six, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed, at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of

the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest-coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest-coupons, parcel of the sum above demanded.

22 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868,

certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment-roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteenhundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 18 (eighteen), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holders thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-six, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November, in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of saidc oupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy three, to wit, in the county, State, and district aforesaid, they became for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest cou-

pon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned, and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof, an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

23 And whereas also, in the months of July and August, A. D eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic, and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 19 (nineteen), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-six, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there

declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

24 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to

take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic, and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 20 (twenty), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-six, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the

county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

25 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the town of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment-roll thereof, at the valuation thereon appearing, did consent in writing that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 21 (twenty-one), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby, then and there, acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually, on the first days of May and November in each and every year, until the maturity of said bond, on the presentation and surrender of the interest

coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. And afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

26 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to

authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent in writing that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 22 (twenty-two), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that hereto-

fore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

27 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 23 (twenty-three), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity

of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

28 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of

an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 24 (twenty-four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And

the plaintiffs says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

29 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic, and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 25 (twenty-five,) which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year

until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

30 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an

act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 26 (twenty-six), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November eighteen hundred and seventy-eight, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers

thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

31 And whereas also, in the months of July and August, A. D eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 27 (twenty-seven,) which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-eight, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and

every year until the maturity of said bond, on the presentation and surrender of the interest-coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest-coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest-coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon secondly above-mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned, and of said sum of one thousand dollars in said bond mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of dollars, being the amount of the aforesaid interest-coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

32 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did

not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond bearing date the day and year last aforesaid, numbered 28 (twenty-eight), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-eight, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest-coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bonds certain interest-coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest-coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City,

to wit, in the county, State, and district aforesaid, the said interest-coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest-coupons, parcel of the sum above demanded.

33 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 29 (twenty-nine), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-eight, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed

and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendant then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

34 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars,

which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 30 (thirty), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-eight, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on

the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

35 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 31 (thirty-one), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November, in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic.

And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company: and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 32 (thirty-two), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest-coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the

said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest-coupons, parcel of the sum above demanded.

37 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 33 (thirty three), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then

and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond, and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on the presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice: and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice: and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 34 (thirty-four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first

day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in pub'ic market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 36 (thirty-six), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had

notice; and afterwards, to wit, on the first day November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above-mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above-mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon, afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 38 (thirty-eight), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned for semi-annual interest on said bond. And the plaintiffs, in fact, say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice;

and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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tested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 40 (forty), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year, until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond. And the plaintiffs, in fact, say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the

said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

45 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 41 (forty-one), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-one, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year, until the maturity of said bond, on the presentation and surrender of the interest coupon thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and

attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest-coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the same bank above mentioned for semi-annual interest on said bond; and by the other of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest-coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

46 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars,

which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 42 (forty-two), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-one, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants should pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on

the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

47 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin K. Ryerson, commissioners of said township duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 43 (forty-three), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-one, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then

clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

48 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did

consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 44 (forty-four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-one, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November,

eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants had then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

49 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 45 (forty-five), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-one, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest-coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county

of Passaic. And there was then and there annexed and attached to said bond certain interest-coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest-coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

50 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment-roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars,

which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 46 (forty-six), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of Novem-

ber, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

51 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic, and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 47 (forty-seven), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county

of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

52 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which

sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 48 (forty-eight), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest-coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of Novem-

ber, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest-coupons, parcel of the sum above demanded.

53 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 49 (forty-nine), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed, at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond, and attested by the signature of the then clerk of the said

county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of the said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs, in fact, say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

54 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which

sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 50 (fifty), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of

county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of the said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs, in fact, say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 50 (fifty), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of

November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned, and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

55 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment-roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 51 (fifty-one), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic.

And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs, in fact, say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

56 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which

sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 52 (fifty), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, state and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen

hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same then and there not paid, and was refused to be paid, of all which was the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs, in fact, say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

58 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum

was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 54 (fifty-four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond, and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen

hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action has accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

59 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment-roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 55 (fifty-five), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And

there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

60 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dol-

[illegible], which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. [illegible], and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did [illegible] and there, pursuant to the provisions of the aforesaid act, make [illegible] bond, bearing date the day and year last aforesaid, numbered 56 (fifty-six), which bond, signed and sealed as aforesaid, is shown to the Court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the bearer thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the principality of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, and there declared that the said bond was issued in pursuance of the said act of the legislature of the State of New Jersey, and the same was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. There was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the said bank above mentioned, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that on the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the owners and bearers of said bond and of said interest coupons, and that they were the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of which the said defendants then and there had notice; and afterwards, to wit, on the first day of November,

eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

61 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 57 (fifty-seven), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there

was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of the sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

62 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars,

which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 58 (fifty-eight), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, there mentioned, was then and there duly demanded, but that the same was not and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and after-

wards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

63 And whereas, also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 59 (fifty-nine), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and

attested by the signature of the [illegible] clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seven[illegible] three, thirty-five dollars, on presentation of said coupon at the [illegible]nd National Bank of Jersey City, for semi-annual interest on said bo[illegible]; and by another of which said interest coupons it was stated and [illegible]ressed that the said defendants would pay the holder thereof, on t[illegible]irst day of November, eighteen hundred and seventy-three, thirty-fi[illegible]dollars, on presentation of said coupon at the same bank above men[illegible]ed, for semi-annual interest on said bond; and by the other of whic[illegible]d interest coupons it was stated and expressed that the said defen[illegible]ts would pay the holder thereof, on the first day of May, eighteen h[illegible]red and seventy-four, thirty-five dollars, on presentation of said coup[illegible] at the same bank above mentioned, for semi-annual interest on sa[illegible]ond. And the plaintiffs in fact say, that before the first day of Ma[illegible]ighteen hundred and seventy-three, to wit, in the county, State, and [illegible]strict aforesaid, they became, for valuable consideration by them in [illegible]ublic market paid, and then and there were the holders and bearers of [illegible]d bond and of said interest coupons, and that they still are the hol[illegible] and bearers thereof. And the plaintiffs say that heretofore, to wit, [illegible]e first day of May, eighteen hundred and seventy-three, in Jersey C[illegible], to wit, in the county, State, and district aforesaid, the said interes[illegible]upon first above mentioned was duly presented at the Second Nat[illegible] Bank of Jersey City, and payment of said sum of thirty-five doll[illegible] therein mentioned was then and there duly demanded, but that th[illegible]ame was then and there not paid, and was refused to be paid, of all [illegible]ich the said defendants then and there had notice; and afterwards, [illegible] wit, on the first day of November, eighteen hundred and seventy-t[illegible], in Jersey City, to wit, in the county, State, and district aforesaid [illegible] said interest coupon secondly above mentioned was duly presente[illegible] the same bank above mentioned and in said coupon named, and pay[illegible] of the said sum of thirty-five dollars in said coupon mentioned [illegible] them and there duly demanded, but that the same was then and [illegible]re not paid, and was refused to be paid, of all which the said defe[illegible]nts then and there had notice; and afterwards, to wit, on the first [illegible] of May, eighteen hundred and seventy-four, in Jersey City, to wit, [illegible] the county, State, and district aforesaid, the said interest coupon thir[illegible]y above mentioned was duly presented at the same bank above and [illegible]erein named, and payment of the said sum of thirty-five dollars th[illegible]n mentioned was then and there duly demanded, but that the same [illegible]s then and there not paid and was refused to be paid, of all which [illegible]said defendants then and there had notice. By means whereof an a[illegible]on hath accrued to the said plaintiffs to have and recover from the said [illegible]efendants the sum of one hundred and five dollars, being the amount o[illegible]he aforesaid interest coupons, parcel of the sum above demande[illegible]

64 And whereas also, in the months of Ju[illegible] and August, A. D. eighteen hundred and sixty-eight, pursuan[illegible] to the provisions of an act of the legislature of the State of New Jers[illegible], entitled "An act to authorize certain townships, towns, and cities to [illegible]sue bonds and to take the bonds of the Montclair Railway Company," [illegible]proved April 9, 1868, certain persons owning or representing as agen[illegible] president, at least two-thirds of the real estate and landed property [illegible]e township of Pompton, in the county of Passaic and State of New [illegible]ersey, borne on the last assessment roll thereof at the valuation thereon appearing, did

consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 60 (sixty), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said de-

fendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 64 (sixty-four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-five, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above-mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above-mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned, was then and there duly demanded; but that the same was then and there not paid, and was refused to be

paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above-mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon, afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did, then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 66, (sixty-six), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby, then and there, acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-six, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said de-

fendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupons mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy four, in Jersey City, to wit, in the county, district, and State aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 68 (sixty-eight), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-six, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants

then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

73 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 69 (sixty-nine), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-six, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said

bond and attested by the signature of the then clerk of said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

74 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did

consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 70 (seventy), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-six, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had

notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

75 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 71 (seventy-one), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of

the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 72 (seventy-two), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all

which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

78 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing,

did consent in writing that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 74 (seventy-four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be

paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

79 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 75 (seventy-five), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county

clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

80 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on

the last assessment-roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 76 (seventy-six), which bond, signed and sealed, as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-eight, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November, in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond, and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was

refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

81 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon, afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 77 (seventy-seven), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-eight, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually, on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county

clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs, in fact, say that before the first day of May, eighteen hundred and seventy three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

82 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did

consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 78 (seventy-eight), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-eight, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of

all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

83 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon aftewards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 79 (seventy-nine), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-eight, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the

county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

84 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of

Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment-roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 80 (eighty), which bond signed and sealed as aforesaid is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-eight, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then

and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

85 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property in the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment-roll thereof, at the valuation thereon appearing, did consent in writing that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 81 (eighty-one), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually, on the first days of May and November in each and every year, until the maturity of said bond, on the presentation and surrender of the interest-coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said

county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest-coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest-coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. And afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest-coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest-coupons, parcel of the sum above demanded.

86 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township

of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment-roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 82 (eighty-two), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the same bank above mentioned for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein

mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

87 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent in writing that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond bearing date the day and year last aforesaid, numbered 83 (eighty-three), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-nine, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Pas-

saic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond, and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

88 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of

Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 84 (eighty-four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it is stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein men-

tioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

89 And whereas, also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon, afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 85 (eighty-five), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and eighty-nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the

said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs, in fact, say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

90 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company" approved April 9, 1868, certain persons owning or representing, as agent or president, at least

two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 86 (eighty-six), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest-coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second

National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

91 And whereas also, in the months of July and August, A. D eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owing or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 87 (eighty-seven), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually, on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued

in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

92 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to

take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 88 (eighty-eight), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety, and also the interest thereon, at the rate of seven per cent. per annum, payable semi annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county,

State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

93 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing, as agent or president, at least two thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 89 (eighty-nine), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there

declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

94 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to

take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 90 (ninety), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Hollnes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond: and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond: and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in

the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

95 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 91 (ninety-one), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety-one, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons

thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment-roll thereof, at the valuation thereon appearing, did consent in writing that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company: and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 92 (ninety-two), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety-one, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year, until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and

seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

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the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

98 And whereas, also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the Legislature of the State of New Jersey, entitled "An act to au-

thorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 94 (ninety-four), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety-one, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day

of May, [eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

99 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic, and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montcla r Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 95 (ninety-five), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety-one, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed

at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dollars on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

100 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act

to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 96 (ninety-six), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May,

eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

101 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said townships and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 97 (ninety-seven), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one housand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest

coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

102 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act

to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 98 (ninety-eight), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest-coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest-coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest-coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on

the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

103 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions of an act of the legislature of the State of New Jersey entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 99 (ninety-nine), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and

every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid, and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

104 And whereas also, in the months of July and August, A. D. eighteen hundred and sixty-eight, pursuant to the provisions

of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Pompton, in the county of Passaic and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of one hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon afterwards, to wit, on the first day of January, A. D. eighteen hundred and seventy, in the county of Passaic and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners of said township duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 100 (one hundred), which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the Second National Bank of Jersey City, on the first day of November, eighteen hundred and ninety-two, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there registered in the clerk's office of the said county of Passaic, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Passaic. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy three, thirty-five dollars, on presentation of said coupon at the Second National Bank of Jersey City, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by the other of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiffs in fact say, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State and district aforesaid, they became, for valuable consideration by them in public market paid,

and then and there were the holders and bearers of said bond and of said interest coupons, and that they still are the holders and bearers thereof. And the plaintiffs say that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon first above mentioned was duly presented at the Second National Bank of Jersey City, and payment of said sum of thirty-five dollars, therein mentioned, was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon secondly above mentioned was duly presented at the same bank above mentioned and in said coupon named, and payment of the said sum of thirty-five dollars in said coupon mentioned was then and there duly demanded, but that the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Jersey City, to wit, in the county, State and district aforesaid, the said interest coupon thirdly above mentioned was duly presented at the same bank above and therein named, and payment of the said sum of thirty-five dollars therein mentioned was then and there duly demanded, but that the same was then and there not paid and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of one hundred and five dollars, being the amount of the aforesaid interest coupons, parcel of the sum above demanded.

105 And whereas also, the said defendants afterwards, to wit, on the twenty-fourth day of September, eighteen hundred and seventy-four, in the county, State, and district aforesaid, were indebted to the said plaintiffs in the sum of fifteen hundred dollars for interest for the forbearance by the plaintiffs at the defendants' request of money due and owing from the defendants to the plaintiffs, and to be paid by the defendants to the plaintiffs upon request; whereby an action hath accrued to the said plaintiffs to have and recover from the said defendants the sum of fifteen hundred dollars residue of the said sum above demanded. Yet the said defendants, although often requested so to do, have not as yet paid the said sum of sixteen thousand eight hundred and twenty-five dollars, or any part thereof, to the said plaintiffs, but have wholly refused so to do to the damage of the plaintiffs of two thousand dollars, and therefore they bring suit, &c.

BARKER GUMMERE,
Att'y of Pl'ffs.

106 (Endorsed as follows:) U. S. circuit court, district of New Jersey. The Cooper Union for the advancement of Science and Art v. The Inhabitants of the Township of Pompton in the County of Passaic. Narr is debt. B. Gummere, att'y. Filed December 4, 1874. S. D. Oliphant, clerk.

107 *In debt. Plea and demurrer.—Filed Jan'y* 18, '75.

United States circuit court, third circuit and district of New Jersey.

THE INHABITANTS OF THE TOWNSHIP OF POMPton in the County of Passaic
ag's
THE COOPER UNION FOR THE ADVANCEMENT of Science and Art.

And the said defendants by McCarter and Keen, their attorneys, come and defend the wrong and injury, when, &c., and say that the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth, fourteenth, fifteenth, sixteenth, seventeenth, eighteenth, nineteenth, twentieth, twenty-first, twenty-second, twenty-third, twenty-fourth, twenty-fifth, twenty-sixth, twenty-seventh, twenty-eighth, twenty-ninth, thirtieth, thirty-first, thirty-second, thirty-third, thirty-fourth, thirty-fifth, thirty-sixth, thirty-seventh, thirty-eighth, thirty-ninth, fortieth, forty-first, forty-second, forty-third, forty-fourth, forty-fifth, forty-sixth, forty-seventh, forty-eighth, forty-ninth, fiftieth,
108 fifty-first, fifty-second, fifty-third, fifty-fourth, fifty-fifth, fifty-sixth, fifty-seventh, fifty-eighth, fifty-ninth, sixtieth, sixty-first, sixty-second, sixty-third, sixty-fourth, sixty-fifth, sixty-sixth, sixty-seventh, sixty-eighth, sixty-ninth, seventieth, seventy-first, seventy-second, seventy-third, seventy-fourth, seventy-fifth, seventy-sixth, seventy-seventh, seventy-eighth, seventy-ninth, eightieth, eighty-first eighty-second, eighty-third, eighty-fourth, eighty-fifth, eighty-sixth, eighty-seventh, eighty-eighth, eighty ninth, nin'tieth, *ninety*, ninety-first, ninety-second, ninety-third, ninety-fourth, ninety-fifth, ninety-sixth, ninety-seventh, ninety-eighth, ninety-ninth, and one hundredth counts of the said declaration, and the matters and things therein contained in manner and form as the same are above stated and set forth are not nor is either of them sufficient in law for the said plaintiff to have or maintain its aforesaid action thereof against the said defendants, and they, the said defendants, are not bound by law to answer the same. And this they are ready to verify; wherefore by reason of the insufficiency of the above enumerated counts of the declaration in this behalf the said defendants pray
109 judgment, and that the said plaintiff may be barred from having or maintaining its aforesaid action thereof against the said defendants.

And the said defendant as to the one hundred and first count of the said declaration, say that they do not owe the said sum of money in the said one hundred and first count mentioned and therein above demanded, or any part thereof, in manner and form as the said plaintiff has above thereof complained against them, and of this the said defendants put themselves upon the country, &c.

McCARTER & KEEN,
Att'ys for Defendants.

NEW JERS'Y, *County, ss:*

James Ludlam being sworn says that he is treasurer of the township committee of the township of Pompton in the county of Passaic, the above defendants, and is as such intrusted with the defense of the above stated suit, and that the foregoing plea and demurrer are not intended for the purpose of delay, but that this deponent verily believes that the

said defendants have a just and legal defense to make to said action on the merits of the case.

JAMES LUDLAM.

Sworn and subscribed the 16th day of January, A. D. 1875, before me.

I. WHITEHEAD,
U. S. Com., N. J.

110 *In debt.—Joinder & similiter.*

U. S. circuit court, district of New Jersey.

THE COOPER UNION FOR THE ADVANCEMENT of Science and Art
vs.
THE INHABITANTS OF THE TOWNSHIP OF POMPton, in the county of Passaic.

And as to the said counts in the said declaration whereunto the said defendants have demurred, the said plaintiffs say that the said counts and each of them are and is sufficient in law.

And as to the plea of the said defendants above pleaded and whereof they have put themselves upon the country, the plaintiffs do the like.

BARKER GUMMERE,
Att'y of Pl'ffs.

Filed February 27, 1875.

111 *In debt.*

United States circuit court, district of New Jersey.

THE COOPER UNION FOR THE ADVANCEMENT of Science and Art
vs.
THE INHABITANTS OF THE TOWNSHIP OF POMPton, in the county of Passaic.

The demurrer heretofore filed in this cause having been regularly set down and argued at the March term of this court, and the court being now of opinion that the declaration is good and the said demurrer not well taken, it is on this fourteenth day of August, eighteen hundred and seventy-five, ordered that the said demurrer be overruled, with costs, and that the defendants have thirty days' time within which to plead issuably to said declaration, and in default thereof that judgment be entered in favor of the plaintiffs against the defendants with costs. On motion of

BARKER GUMMERE,
Att'y for Pl'ffs.

Filed Aug. 14, 1875.

112 *In debt.—Pleas, &c.*

Circuit court of the United States for the third circuit and district of New Jersey.

THE INHABITANTS OF THE TOWNSHIP OF POMPton, in the county of Passaic,
ads.
THE COOPER UNION FOR THE ADVANCEMENT of Science and Art.

1. And the said defendants by McCarter, Coult & Keen, their attorneys,

come and defend the wrong and injury, when, &c., and say that the said supposed bonds and the interest coupons thereto annexed in the several counts of the said declaration, from the first to the one hundredth inclusive, are not nor is either of them the deed of the said defendants, and of this the defendants put themselves upon the country, &c.

2. And for a further plea in this behalf as to the said several counts of the said declaration from the first to the one hundredth inclu-
113 sive, the said defendants, by leave of the court here for that purpose first had and obtained, say that the written consent of persons owning or representing, as agent or president, at least two-thirds of the real estate and landed property of said township of Pompton, borne on the last assessment roll of said township, to wit, the assessment roll for said township for the year eighteen hundred and sixty-seven, was not obtained before said bonds in the said counts mentioned or any of them were issued by the said Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners in the said declaration mentioned, and of this the said defendants put themselves upon the country, &c.

3. And for a further plea in this behalf as to the said one hundred counts, the defendants, by like leave as aforesaid, say that the said supposed bonds in the said one hundred counts mentioned were not nor was either of them registered in the clerk's office of the county of Passaic, and of this the defendants put themselves upon the country, &c.

114 4. And for a further plea in this behalf, by like leave as aforesaid, the said defendants as to the said one hundred counts of the said declaration say that the said Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson were not duly appointed commissioners of the said town of Pompton, as directed by the provisions of the said act of the legislature of the State of New Jersey, in each of the said one hundred counts mentioned, and of this they put themselves upon the county, &c.

5. And for a further plea in this behalf as to the said one hundred counts the defendants, by like leave as aforesaid, say that the plaintiff ought not to have or maintain its aforesaid action thereof against them by reason of anything in the said one hundred counts or either of them alleged, because they say that the said Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners as aforesaid, did not either before the execution or issuing of the said supposed bonds in said counts mentioned, or at any other time, borrow any money on the faith or credit of said township of Pompton, nor did they raise any
115 money by any loan or sale of said bonds, or any of them, and this the said defendants are ready to verify; wherefore they pray judgment if the said plaintiff ought to have or maintain its aforesaid action thereof against the said defendants by reason of anything in the said one hundred counts or either of them alleged.

6. And for a further plea in this behalf, by like leave as aforesaid, the defendants say as to the said one hundred counts of the said declaration above mentioned, the plaintiff ought not to have or maintain its aforesaid action thereof against them, because they say that the said Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners in the said declaration mentioned, unlawfully exchanged and delivered over the said supposed bonds in the said one hundred counts mentioned for certain bonds of the Montclair Railway Company, known as "income bonds" of said company, and this the said defendants are ready to verify; wherefore they pray judgment if the said plaintiff ought to have or maintain its aforesaid action thereof against them, &c.

7. And for a further plea in this behalf as to the said one hundred

counts, by like leave as aforesaid, the defendants say that the
116 plaintiff ought not to have or maintain its aforesaid action thereof against them, because they say that no written consent of persons owning or representing as agent or president at least two-thirds of the real estate and landed property of said township of Pompton, borne on the last assessment roll thereof at the valuation thereon appearing, was filed in the office of the clerk of the county of Passaic, and this the said defendants are ready to verify; wherefore they pray judgment if the said plaintiff ought to have or maintain its aforesaid action against them, &c.

8. And for a further plea in this behalf the said defendants, by like leave as aforesaid, as to the said one hundred counts of the said declaration, say that the plaintiff ought not to have or maintain its aforesaid action thereof against them, because they say that the said Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners as aforesaid, did not, nor did either of them, before they enteredupon the discharge of their duties under the said act of the legislature
117 of New Jersey, in the said counts mentioned, jointly and severally, with two or more sureties, execute to the said township of Pompton, by its corporate name, a bond or bonds in a penal sum equal to the amount to be issued by said township, under and by virtue of the said act of the legislature of New Jersey, conditioned for the faithful discharge of their duties as commissioners under the said act, and for the just and honest application by them of all moneys or bonds issued by them or coming to their hands according to the true intent and meaning of said act, and this the said defendants are ready to verify; wherefore they pray judgment if the said plaintiff ought to have or maintain its aforesaid action thereof against them, &c.

9. And for a further plea in this behalf as to the said one hundred counts, the defendants, by like leave as aforesaid, say that the plaintiff ought not to have or maintain its aforesaid action thereof against
118 them by reason of anything in the said one hundred counts or either of them alleged, because they say that the said Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners as aforesaid, did not either before the execution or issuing of said supposed bonds in said counts mentioned, or at any other time, borrow any money on the faith or credit of said township of Pompton, nor did they raise any money by any loan or sale of said bonds or any of them of which the said plaintiff, before it became the holder or bearer of said supposed bonds, had notice, and this the said defendants are ready to verify; wherefore they pray judgment if the said plaintiff ought to have or maintain its aforesaid action thereof against the said defendants by reason of anything in the said one hundred counts or either of them alleged.

10. And for a further plea in this behalf, by like leave as aforesaid, the defendants say, as to the said one hundred counts of the said de-
119 claration above mentioned, the plaintiff ought not to have or maintain its aforesaid action thereof against them, because they say that the said Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners in said declaration mentioned, unlawfully exchanged and delivered over the said supposed bonds in the said one hundred counts mentioned, for certain bonds of the Montclair Railway Company known as "income bonds" of said company, of which the said plaintiff before it became the holder or bearer of said supposed bonds had notice, and this the said defendants are ready to verify; wherefore they pray judgment if the said plaintiff ought to have or maintain its aforesaid action thereof against them, &c.

11. And for a further plea in this behalf as to the said one hundred counts, by like leave as aforesaid, the defendants say that the plaintiff ought not to have or maintain its aforesaid action thereof against
120 them, because they say that no written consent of persons owning or representing as agent or president at least two-thirds of the real estate and landed property of said township of Pompton borne on the last assessment-roll thereof, at the valuation thereon appearing, was filed in the office of the clerk of the county of Passaic, of which the said plaintiff before it became the holder or bearer of said supposed bonds had notice, and this the said defendants are ready to verify; wherefore they pray judgment if the said plaintiff ought to have or maintain its aforesaid action against them, &c.

12. And for a further plea in this behalf the defendants, by like leave as aforesaid, as to the said one hundred counts of the said declaration, say that the plaintiff ought not to have or maintain its aforesaid action thereof against them, because they say that the said Daniel Blauvelt, Edmund K. Board, and Martin J. Ryerson, commissioners, as aforesaid, did not, nor did either of them, before they entered upon the dis-
121 charge of their duties under the said act of the legislature of New Jersey in the said counts mentioned, jointly and severally execute to the said township of Pompton, by its corporate name, a bond or bonds in a penal sum equal to the amount to be issued by said township under and by virtue of the said act of the legislature of New Jersey, conditioned for the faithful discharge of their duties as commissioners under the said act, and for the just and honest application by them of all moneys or bonds issued by them or coming to their hands according to the true intent and meaning of the said act, of which the said plaintiff before it became the holder or bearer of said supposed bonds had notice, and this the said defendants are ready to verify; wherefore they pray judgment if the said plaintiff ought to have or maintain its aforesaid action thereof against them, &c.

McCARTER, COULT & KEEN,
Att'ys of Def'ts.

122 STATE OF NEW JERSEY,
County, ss:

James Ludlum, being duly sworn, on his oath, according to law, says that he is the treasurer of the township committee of the township of Pompton, in the county of Passaic, the above-named defendants, and is as such entrusted with the defence of the above stated suit; and that the foregoing pleas are not intended for the purpose of delay, but that this deponent verily believes that the said defendants have a just and legal defence to make to said action on the merits of the case.

Subscribed and sworn to before me this day of September, 1875.

Filed September 25, 1875.

123 *In debt.—Similiter and demurrer.*

U. S. circuit court, district of New Jersey.

THE COOPER UNION FOR THE ADVANCEMENT of Science and Art
vs.
THE INHABITANTS OF THE TOWNSHIP OF Pompton, in the county of Passaic.

And the said plaintiffs as to the plea of non est factum of the said de-

fendants secondly above pleaded, and whereof they have put themselves upon the country, do the like.

And the said plaintiffs as to the said pleas of the said defendants by them thirdly, fourthly, fifthly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly, twelfthly, and thirteenthly, above pleaded, say that the same and the matter therein contained, in manner and form as the same are above pleaded and set forth, are not sufficient in law to bar or preclude them, the said plaintiffs, from having or maintaining their aforesaid action thereof against the said defendants, and that they the said plaintiffs are not bound by law to answer the same, and this they are ready to verify. Wherefore by reason of the insufficiency of
124 the said pleas the said plaintiffs pray judgment and their debt aforesaid, together with their damages sustained by the detention thereof to be adjudged to them.

BARKER GUMMERE,
Att'y of Pl'ff's.

Filed Sept. 25, 1875.

125 U. S. circuit court.

THE INHABITANTS OF TOWNSHIP OF POMPTON *ads.* COOPER UNION.

The demurrer to the 2d, 3d, 4th, 5th, 6th, 7th, 8th, 9th, & 10th pleas is sustained, & to the 11th & 12th overruled.

The defendants have leave to amend the 2d & 3d pleas by alleging that the plaintiff when it purchased the bonds had notice of the defects therein set forth.

Dated March 7, 1876.

By the court.

S. D. OLIPHANT,
Clerk.

Filed March 7, 1876.

126 *In debt.—Replication.*

U. States circuit court, third circuit, N. J. district.

THE COOPER UNION, &c., &c., *vs.* THE INHABITANTS OF THE TOWNSHIP OF Pompton, &c.

And the said plaintiffs as to the plea of the said defendants eleventhly above pleaded say, that by reason of anything in said plea alleged, they ought not to be barred from maintaining their said action against the said defendants, because they say that the written consent of persons owning or representing as agent or president at least two-thirds of the real estate and landed property of said township of Pompton, borne on the last assessment roll thereof, at the valuation thereon appearing, was filed in the office of the clerk of the county of Passaic; and this the said plaintiffs pray may be inquired of by the country, &c.

And the said plaintiffs as to the plea of the said defendants twelfthly above pleaded say, that by reason of anything in said plea alleged,

they ought not to be barred from maintaining their said action
127 against the said defendants, because they say that the said Daniel Blauvelt; Edmund K. Board, and Martin J. Ryerson, commissioners as aforesaid, did, before they entered upon the discharge of their duties under the said act of the legislature of New Jersey, jointly and severally execute to the said township of Pompton, by its corporate name, a bond in a penal sum equal to the amount to be issued by said township under and by virtue of the said act of the legislature of New Jersey conditioned for the faithful discharge of their duties as commissioners under the said act and for the just and honest application by them of all moneys or bonds issued by them or coming to their hands, according to the true intent and meaning of the said act, and this the said plaintiffs pray may be inquired of by the country, &c.

BARKER GUMMERE,
Att'y of Pl'ff's.

And the said defendants do the like.

McCARTER & KEEN,
Att'ys for Defendants.

Filed March 9, 1876.

128 *In debt.—Bill of exceptions.*

Circuit court of the United States for the district of New Jersey.

THE COOPER UNION FOR THE ADVANCEMENT of Science and Art
v.
THE INHABITANTS OF THE TOWNSHIP OF Pompton, in the county of Passaic.

Be it remembered that on the thirty-first day of May, in the year of our Lord one thousand eight hundred and seventy-six, at a circuit court of the United States in and for the district of New Jersey at Trenton in said district, the issue joined in the above stated cause upon the pleadings therein (prout the same) between the said parties came on to be tried before the honorable William Strong and the honorable John T. Nixon, judges of said court, by a jury for that purpose duly empannelled in the presence of Barker Gummere, esq., attorney of the plaintiffs, and of Thomas N. McCarter, the attorney of defendant.

129 Whereupon the attorney for the plaintiff, in order to maintain the issue on the part of said plaintiff, offered in evidence an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved Ap'l 9, 1868, as published in the pamphlet sessions laws of said State of New Jersey, for the year 1868, on page 889, (prout the same.)

CHAPTER CCCXC.

An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company.

1. Be it enacted by the senate and general assembly of the State of New Jersey, that on the application in writing of twelve or more freeholders, residents of any township, town, or city along the routes of the Montclair Railway Company, or at the termini thereof (except the town-

ship of Bloomfield, in the county of Essex, which township is hereby excepted from the operations of all the provisions of this act), it shall be the duty of judge of the circuit court of the county wherein such freeholders reside, within ten days after receiving such application, to appoint, under his hand and seal, not more than three freeholders, residents of such township, town, or city, to be commissioners thereof to carry into effect the purposes and provisions of this act; said commissioners shall hold their offices respectively for the term of five years, and until others shall have been appointed.

2. And be it enacted, that it shall be lawful for said commissioners to *to* borrow, on the faith and credit of their respective townships, towns, or cities, such sums of money, not exceeding twenty per centum of the valuation of the real estate and landed property of such township, town, or city, to be ascertained by the assessment rolls thereof respectively, for the year eighteen hundred and sixty-seven, for a term not exceeding twenty-five years, at a rate of interest not exceeding seven per centum per annum, payable semi-annually, and to execute bonds therefor under their hands and seals respectively; the bonds so to be executed may be in such sums and payable at such times and places as the said commissioners and their successor may deem expedient; but no such debt shall be contracted or bonds issued by said commissioners of or for either of said townships, towns, or cities, until the written consent of persons owning or representing as agent or president at least two-thirds of the real estate and landed property of such township, town, or city, borne on the last assessment roll thereof at the valuation thereon appearing, shall have been obtained; such consent shall state the amount of money authorized to be raised in such township, town, or city, and that the same is to be invested in the bonds of the said railway company, and the signatures shall be proved by one or more of said commissioners; the fact that the persons signing such consent own or represent as aforesaid at least two-thirds of the taxable real and landed property of such township, town, or city, shall be proved by the affidavit of the assessor of such township, town, or city, indorsed upon or annexed to such written consent; and the assessor of such township, town, or city is hereby required to perform such service; such consent and affidavit shall be filed in the office of the clerk of the county in which such township, town, or city is situated, and a certified copy thereof in the office of the clerk of such township, town, or city, and the same or a certified copy thereof shall be evidence of the facts therein contained, and shall be received as evidence in any court of this State, and before any judge or justice thereof.

3. And be it enacted, that the said commissioners authorized by this act may, in their discretion, dispose of such bonds or any part*y* thereof to such persons or corporations, and upon such terms as they shall deem most advantageous for their said townships, towns, or cities, but not for less than par; and the money that shall be raised by any loan or sale of bonds shall be invested in the bonds of the said railway company for the purpose of building the railway thereof, and said money shall be applied and used in the construction of said railway, its buildings, equipment, and necessary appurtenances, and for no other purpose; the commissioners respectively, in the corporate name of each of their said townships, towns, or cities, shall subscribe for and purchase bonds of said railway company to the amount that they severally may have borrowed as aforesaid.

4. And be it enacted, that the said commissioners respectively authorized by this act, shall report to the township committees of their

respective townships or to the common councils of their respective towns or cities, at their regular annual meeting in each year, the amount required to pay principal or the interest, if any, on the said bonds, authorized to be issued under and by virtue of this act, due or to become due and payable during the next ensuing year; the interest arising from the bonds so subscribed for or purchased by said township, town, or city in pursuance of this act, shall be received by the said commissioners, and by them applied to the payment of the interest which shall from time to time accrue upon the bonds authorized by this act, and in case such interest shall not be sufficient in any one or more years to pay the principal and interest accruing on said bonds, due or to become due as aforesaid, it shall be and is hereby made the duty of the said township committee, or of said town or city council, as the case may be, and they are hereby authorized and required to cause to be assessed and levied and collected of the real property of said township, town, or city respectively, at the same time and in the same manner as other taxes are assessed, levied, and collected, such sum or sums of money as shall have been reported to said township committee or said town or city council by the said commissioners authorized by this act to be necessary to make good such deficiency in the payment of the said principal and interest on the said bonds, and the same, when collected, shall be paid to said commissioners respectively, and by them applied to the payment of the principal and interest on said bonds, or so much thereof as shall remain unpaid after the application of the interest or principal received from said company to that purpose.

5. And be it enacted, that the said commissioners appointed under and by virtue of this act may at any time after acquiring the bonds of said company exchange the same in whole or in part for the bonds issued under the authority of this act, and in such case they shall cancel the bonds so received by them, or they may dispose of the said railway bonds in their discretion to any purchaser or purchasers for cash, but shall not sell or dispose of such bonds for less than par, except at public sale, of which twenty days' notice shall be given in two newspapers published in their respective counties, but no such sale shall be made except by consent obtained to the extent and in the manner provided in the second section of this act; and in case of such sale the proceeds thereof shall be applied by said commissioners respectively to the purchase or redemption of the bonds authorized to be issued by this act and for no other purpose whatever.

6. And be it enacted, that at the expiration of twenty-five years after the passage of this act it shall be and hereby is made the duty of the said township committees, and of the said town and city councils, and they are hereby authorized, unless the payment of said bonds is otherwise provided for, to cause to be assessed and levied and collected as aforesaid the sum due on the said bonds so issued in pursuance of this act, together with the interest on said principal sum, or so much thereof as may remain unpaid by reason of any deficiency after the sale of said railway bonds and the receipt of the interest thereon; and the amounts so to be raised under the authority of the said township committees and of the said town and city councils for the payment of the said principal or interest shall be determined by the report of the said commissioners respectively to the said township committees, or to said town or city councils, as hereinbefore authorized by this act.

7. And be it enacted, that the said commissioners shall also provide within five years from the time of issuing said bonds authorized by this act for the annual payment of at least five per centum of the same so as

to ensure the final liquidation of said bonds within twenty-five years after their date, and for that purpose they shall receive and apply annually the surplus interest on the bonds held by said townships, towns, or cities over the amount necessary to pay the semi-annual interest on bonds issued under authority of this act, and if the amount of such surplus interest is no' sufficient for the annual payment of said five per centum, and the said commissioners shall not have received sufficient from the sale of the said railway bonds as hereinbefore provided to pay the same, then the deficiency shall be reported by the said commissioners to the township committees or town or city councils, to be levied and raised annually in the manner provided herein for paying the interest on the bonds authorized to be issued by this act.

8. And be it enacted, that before the said commissioners or either of them shall enter upon the discharge of their duties under this act, they shall jointly and severally, with two or more sureties, execute to their respective townships, towns, or cities, by their respective corporate names, a bond or bonds in the penal sum equal to the amount to be issued by said townships, town, or cities under and by virtue of this act, conditioned for the faithful discharge of their duties as commissioners under this act, and for the just and honest application by them of all moneys or bonds issued by them or coming into their hands, according to the true intent and meaning of this act; the sufficiency of such sureties shall be determined by the judge of the circuit court of the county wherein such township, town, or city is situated, to be endorsed on said bonds; the said bonds shall immediately thereafter be deposited with the clerk of such township, town or city, to be safely kept under the control and direction of the township committee, town or city council, to be collected by them or their successors in office for the use and benefit of said township, town, or city, in case the said commissioners or either of them are guilty of such a breach of trust or malfeasance in office as to render said bonds collectable.

9. And be it enacted, that in case a vacancy shall happen by reason of death, removal from said township, town, or city, resignation, refusal to serve or otherwise, of either of said commissioners, the vacancy shall be filled by the remaining commissioners of the townsbip, town, or city in which such vacancy so exists by appointment in writing to be deposited with the clerk of said township, town, or city; each and every person so appointed shall, before he enters upon the discharge of his duties, execute and deliver to the said township, town, or city, in like manner, a bond in like amount, with like conditions and securities as hereinbefore provided; and all provisions of this act shall apply to the successors of the commissioners provided for in this act, whose powers and duties and liabilities shall be the same as those of the commissioners first appointed under this act.

10. And be it enacted, that each of the said commissioners shall receive the sum of three dollars per day for each day actually engaged in the discharge of his duties under this act, and his necessary disbursements, to be audited and paid by the township committee, town or city council, the same as any other township, town, or city expenses.

11. And be it enacted, that on the expiration of the term of office of either of the commissioners provided for in this act, or of their successors, his place shall be filled in the manner provided in the first section of this act, and the commissioners so appointed, as well as those to be appointed under the ninth section of this act, shall be residents and freeholders of the township, town, or city for which they are to act as such commissioners.

12. And be it enacted, that all bonds issued in accordance with the provisions of this act shall be registered in the office of the county in which the township, town, or city so issuing is situated, and the words, "Registered in the county clerk's office," shall be printed or written across the face of each bond, attested by the signature of the county clerk when so registered, and no bonds shall be valid unless so registered.

13. And be it enacted, that the commissioners in each of said townships, towns, or cities shall constitute a board to act for their said townships, towns, and cities respectively, and a majority of said commissioners in each of said boards shall constitute a quorum to do any business authorized by this act.

14. And be it enacted, that in case any new township, town, or city shall have been created, or the boundaries of any township, town, or city shall have been enlarged, on the routes of said railway or at the termini thereof, so that there is no assessment roll for the year eighteen hundred and sixty-seven for such township, town, or city so created or enlarged, the said commissioners for such new or enlarged township, town, or city shall cause to be prepared an assessment roll for the purposes of this act, by extracting from any assessment roll or rolls for said year all that relates to any assessment of persons or property in the territory embraced in the said new township, town, or city so created or in said enlargement.

15. And be it enacted, that this act shall be a public act and shall take effect immediately.

Approved April 9, 1868.

Also another act of the legislature of the State of New Jersey, approved March 27, 1874, and entitled "A supplement to the act entitled 'An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company,'" as published in the pamphlet sessions laws of said State of New Jersey for 1874, page 739 (prout the same).

CHAPTER DIV.

A supplement to the act entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company."

1. Be it enacted, by the senate and general assembly of the State of New Jersey, that hereafter the township committees, for the time being, of the township of Montclair, in the county of Essex, the township of Kearney in the county of Hudson, the township of Pompton in the county of Passaic, respectively, shall be the commissioners provided for in the first section of the act to which this is a supplement, and shall discharge all the duties and be subject to all the liabilities of such commissioners under said act.

2. And be it enacted, that so much of said act as is inconsistent herewith is hereby repealed and this act shall take effect immediately.

Approved March 27, 1874.

And thereupon the said plaintiff called and examined as a witness his excellency JOSEPH D. BEDLE (governor of New Jersey), who,
130 being duly sworn, did testify as follows:

Q. Governor, were you judge of the supreme court in the year 1868?

A. I was.
Q. Of this State?
A. I was.
Q. As such judge was the circuit of the county of Passaic within your district?
A. It was.
Q. Have you any recollection of an application being made to you, governor, in 1868, under the act which I have just read, for the appointment of commissioners of the township of Pompton?
A. I have a recollection of one or more applications for one or more townships, but I could not without reference to the papers swear distinctly as to what township.
Q. [Handing witness a paper.] Will you look at that paper?
A. Witness did so.
Q. Is that one of the papers presented to you?
A. It is.
Q. Among those you speak of recollecting?
A. It is.
131 Q. Has that paper, since its presentation, been in your custody?
A. It has.
Q. Does that purport to be an application of the freeholders of the township of Pompton for appointment of commissioners under the act I have just read?
A. It does.
Q. Pursuant to the application by that petition did you take any action thereunder as required by the act?
A. I signed this order which is in my hand, dated July 6th, 1868, & I have no doubt I signed it upon the strength of that petition.
And thereupon the plaintiff offered and had read in evidence a petition purporting to be signed by twelve freeholders, dated June 25, 1868, and verified by affidavit, dated June 26, 1868, for the appointment of commissioners under the act of the legislature first above mentioned. Also an order for the appointment of commissioners bearing date July 6, 1868, (pro ut the same.)

To the honorable Joseph D. Bedle, judge of the circuit court of the county of Passaic:

The undersigned, freeholders and citizens of the township of Pompton, in said county of Passaic, hereby respectfully request your honor to appoint three commissioners for the said township of Pompton, under the "Act to authorize certain townships, towns, and cities to issue bonds, and take the bonds of the Montclair Railway Company," and we further respectfully request that Martin John Ryerson, Edmund R. Board, and Daniel Blauvelt be appointed such commissioners.

Pompton, 25th June, 1868.

JOHN V. BEAM.	HENRY DREW.
JAMES LUDLUM.	MARTIN W. BERRY.
AMÉLINE CHAULET.	JAMES VAN WAGONER.
HARRIET R. MILLS.	JOHN H. DEBON.
WILHELMUS VAN WAGONER.	JNO. VAN WAGONER.
JOHN A. VAN WAGONER.	C. VAN WAGONER.
LAMBERT S. ROMAIN.	WM. T. VANDINE.
JOHN BERTHOLF.	CORNELIUS TOWNSEND.

NEW JERSEY,
Essex County, ss:

Personally appeared before me the subscriber, a master in chancery of said State, Henry C. Spalding, of full age, who, being by me first duly sworn, on his oath saith that the within application is signed by more than twelve persons who are freeholders and residents of the township of Pompton, in the county of Passaic, and State of New Jersey; that the said township of Pompton is at a terminus of a route of the Montclair Railway Company, and that Martin John Ryerson, Edmund R. Board, and Daniel Blauvelt, nominated in said application, are freeholders and residents in said township.

HENRY C. SPALDING.

Sworn to and subscribed before me this twenty-sixth day of June, eighteen hundred and sixty-eight.

EDWARD S. WILDE,
Master in Chancery of N. J.

(Indorsed:) Copy of freeholders' pet'n for app't of commissioners for Pompton.

PASSAIC COUNTY, *ss:*

Joseph D. Bedle, judge of the circuit court of the county of Passaic, in the State of New Jersey, to Martin John Ryerson, Edmund R. Board, and Daniel Blauvelt, greeting:

Whereas, application in writing of John V. Beam and others, more than twelve freeholders, residents of the township of Pompton, in the said county of Passaic, was made and presented to me, Joseph D. Bedle, judge of the circuit court of the county of Passaic aforesaid, on the twenty-seventh day of June, eighteen hundred and sixty-eight, under and by virtue of the first section of the act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Company," approved April ninth, eighteen hundred and sixty-eight, for the appointment of three commissioners for the said township of Pompton, under the said act, and it appearing to my satisfaction, by the affidavit of Henry C. Spalding endorsed on the said application, that more than twelve of the persons who signed the said application are freeholders and residents of the said township of Pompton:

Now, therefore, by virtue of the power and authority, and pursuant to the directions to me given in and by the said act of the legislature of the State of New Jersey, I do hereby appoint you, Martin John Ryerson, Edmund R. Board, and Daniel Blauvelt, three freeholders and residents of the said township of Pompton, as commissioners thereof, to carry into effect the purposes and provisions of the said act.

And you are hereby authorized to do and perform all things which in and by the said act to you as commissioners as aforesaid do appertain and ought to be done and performed.

Given under my hand and seal this sixth day of July, in the year of our Lord one thousand eight hundred and sixty-eight.

[L. S.] J. D. BEDLE, *Judge.*

(Indorsed:) Appointment of com's for Pompton Township, 6th July, 1 68.

132 Whereupon plaintiff's counsel also called MARTIN JOHN RYERSON, who, being sworn, testified as follows:

Q. Mr. Ryerson, are you the Martin J. Ryerson mentioned in this petition and appointment which have just been read to the court?

A. Yes, sir.

Q. Have you since then acted as one of the railway commissioners of the township of Pompton?

A. Yes, sir.

Q. (Handing witness papers.) Did you ever see these bonds before?

A. (Witness examined the same.) Yes, sir.

Mr. GUMMERE. Do you wish me to go over every one of these bonds and prove the factum?

Mr. MCCARTER. Oh, it is not necessary. I suppose they are all alike.

Mr. GUMMERE. All alike.

Mr. MCCARTER. It is not necessary to go over every one. I suppose we can get along without that.

133 The COURT. Are they numbered?

Mr. GUMMERE. Yes, sir.

The COURT. Then it is not necessary to go through them.

Mr. MCCARTER. It will not be required.

Q. Is that your signature and seal to the bond?

A. Yes, sir.

Q. Are you acquainted with the handwriting of Daniel Blauvelt?

A. Yes, sir. I saw him sign it.

Q. Are you acquainted with the handwriting of Edmund K. Board?

A. Yes, sir. I saw him sign.

Q. Were they or not your co-commissioners?

A. They were appointed commissioners at the same time.

Q. Were each & every one of these bonds signed by you & Mr. Board & Mr. Blauvelt?

A. Well, there were bonds, but I cannot tell without examining them.

And thereupon the plaintiff's attorney offered & read in evidence

134 one hundred bonds purporting to be of said township of Pompton, signed and sealed by said commissioners described in the declaration in this cause, it being admitted that the testimony of said witness, Martin John Ryerson, as to the execution of the bond exhibited to him, should be considered as applying to all of said bonds.

UNITED STATES OF AMERICA.

STATE OF NEW JERSEY, PASSAIC COUNTY.

No. 1. (Engraving.) $1,000.

TOWNSHIP OF POMPTON.

In pursuance of an act of the legislature of New Jersey, approved April 9th, 1868, entitled "An act to authorise certain townships, towns and cities to issue bonds and take the bonds of the Montclair Railway Company:"

One thousand dollars.

Know all men by these presents that "the inhabitants of the township of Pompton, in the county of Passaic" and State of New Jersey, hereby, for value received, acknowledge themselves indebted to Samuel Holmes or bearer, in the sum of one thousand dollars in lawful currency of the United States of America, which sum of money the said corporation promises to pay on the first day of November, 1873, at the Second National Bank of Jersey City, with interest thereon at the rate of seven per cent. per annum, payable on the first days of May and November in each and every year, on presentation and surrender of the annexed coupons as they severally become due at the said Second National Bank of Jersey City, interest on the bond to cease at its maturity.

One thousand dollars.

In witness whereof the commissioners for the township of Pompton, appointed in pursuance of the provisions of said act, have hereunto set their hands and seals respectively this first day of January, 1870.

DANIEL BLAUVELT, [L. S.]
E. K. BOARD, [L. S.]
M. J. RYERSON, [L. S.]
Commissioners for the Township of Pompton.

[Two 25-cent stamps.]

To this coupons are attached, one of which reads as follows:

$35. The township of Pompton, in the county of Passaic and State of New Jersey, will pay the holder hereof on the first day of November, 1873, thirty-five dollars on presentation at the Second National Bank of Jersey City, being semi-annual interest on bond.

DANIEL BLAUVELT,
Chairman of Commissioners.

No. 1.

On the face of the foregoing is printed: Registered in the county clerk's office. (Signed) B. W. Hoxsey, clerk of Passaic Co.

And also printed across the face of the bond: $1,000.

(Indorsed:) Copy of Pompton Township bond and coupon.

And thereupon, the cross-examination of Martin John Ryerson having been waived for the present, plaintiff's counsel called ABRAM S. HEWITT, who being sworn testified as follows:

Q. Mr. Hewitt, you have seen these bonds which have been presented to the court?

A. I have.

Q. (Handing witness papers.) Will you look at that batch of coupons & say what connection they have with the bond?

A. They are the coupons due on the 1st May, 1873, upon the one hundred bonds. I have assumed the whole hundred as in the package. I have not counted them.

By the COURT:

Q. I didn't hear you, Mr. Hewitt?

135 A. I say those are the coupons due on this bond on the 1st of May, 1873.

Further direct examination:

Q. Were they detached from those bonds by you, or under your directions?

A. They were detached either by me or by a clerk cutting them off under my directions. I don't remember whether I directed it to be done, or whither I did it myself.

Q. This is a little out of order, but it will save calling this witness again if I ask him this question: Mr. Hewitt, was any demand made for the payment of those bonds when they became due?

A. Yes, sir; there was a demand made on Mr. Bernard, who was the clerk of the township committee at that time, or treasurer of the town, I am not sure which—but a formal demand was made on him in writing, which I prepared, signed by the treasurer of the Cooper Union, and duly delivered to him.

Q. Were the bonds paid?

A. No; the bonds were not paid.

136 By the COURT:

Q. Did I understand him to say the demand was for the bonds and coupons?

A. For the bonds as far as about $5,000, I think, due at the time, and for these coupons.

Cross-examined:

Q. Mr. Hewitt, that demand was in writing?

A. The demand was in writing.

Q. By whom?

A. And it was not only in writing, but also verbally. I, as secretary of the Cooper Union, met Mr. Board and asked him if any provision was made by the township, and a letter was written signed by the treasurer of the Cooper Union.

Q. What was done with it?

A. It was delivered to Mr. Bernard.

Q. By whom?

A. Mr. Jones, I think.

Q. Have you personally any knowledge of its being delivered?

A. Yes, sir.

Q. In your presence?

137 A. I am not quite sure of that, but I think not in my presence: that is my recollection now.

Q. When was that?

A. Some time in 1873; after the failure to pay.

Q. Cannot you fix the time a little more definitely?

A. I can only say some time in 1873. I have no means of fixing the time nearer than that.

Q. Where did you see Bernard?

A. I met him on the road between my house at Ringwood & his house, & my conversation with him took place; and I think he once came into my office at New York also; my memory is not perfect about that.

Q. At the time you met him on the road, did you have either the bonds or coupons in your possession?

A. No; not with me.

Q. And you were not present when the written demand was delivered?

A. No; I think not.

Redirect examination:

Q. Did you mention the fact to him of the demand having been made?

138 A. O, yes; he told me the demand had been made.

Mr. MCCARTER. I object.

Q. I ask you whether in the conversation he admitted that he had received the demand?

(Question objected to. The court admitted the question.)

Q. Did Mr. Bernard, or not, admit in that conversation the receipt of this demand?

A. Yes. We spoke—we conversed on the inability of the town to pay it. He said they had no means to pay the principal or interest; that no means had been provided to pay the principal or the interest.

Recross-examination:

Q. Was that all he said—what you have rarrated?

A. We had considerable conversation. I cannot remember all he said, & don't remember all he said.

139 Q. What you have testified to is that the substance of what he said was that the town had made no provision and had no means for the payment?

A. That was it substantially.

Further redirect examination:

Q. Did you mention to him the written demand—was that the subject of your conversation?

A. Yes, sir; I asked him what he was going to do with reference to the payment.

Q. And he replied that no provision had been made.

A. Yes, sir; or words to that effect. I cannot remember his exact words.

(Defendant's counsel objected. The court admitted the testimony.)

Plaintiff's counsel also called BENJAMIN W. HOXEY, who, being sworn, testified as follows:

Q. Mr. Hoxey, were you clerk of the county of Passaic in 1870?

A. Yes, sir.

Q. (Handing paper to witness.) Will you be good enough to look at that bond?

A. Witness examined the same.

140 Q. I see a certificate is marked across the face of that bond; please read it and say whether you put that certificate on, and like certificates on each of the one hundred bonds in this case.

A. There is printed across here "Registered in the county clerk's office," &c. I did register 100 bonds, of which this is one, & I suppose the others are the same.

Q. And the certificates on each of these bonds is in your handwriting?

A. I did put a certificate on each of the 100 bonds at that time.

Q. (Handing witness a book.) Look at this book. What book is it?

A. It is a book containing copies of the 100 bonds numbered 1 to 100 inclusive, issued by the township of Pompton, under the act of the legislature. "This was deposited," &c.; I read that from the certificate made by me at the time of the registration, & signed by me.

Q. That book is the registry of the bonds?

A. Yes, sir; a copy.

Q. Was that put on record by you as part of the official records of the county?

A. Yes, sir.

Q. I see there is one bond gone, is there not?

141 A. I examined the book something like a month ago when I was here, and I find there is one leaf torn out, having one bond, or rather a copy of it, on it.

Q. Was the record proved at the time you made the registry & the certificate?

A. Yes, sir.

Q. Can you tell us any of the circumstances attending your action on that registry—how came you to register this bond—with or without examination, or how?

A. Mr. Martin, John Ryerson, &, I think, Col. Blauvelt came to me and asked me as clerk to register those bonds; it had been a matter of considerable public discussion, subject of discussion, at the public meetings, this whole idea of issuing bonds by townships & counties, and one to which my attention had been directed in that way; I had really lost sight of the fact that the legislature had passed an act to authorize the making of the bonds, & when they were presented for registry I required the parties to produce the act. I think all three of the
142 commissioners came together & said then . I asked them, by the way, for a copy of the act; they undertook to produce it; they brought in Senator Hopper, of Passaic Co., & he showed me the act. I think they were not bound then, but were in pamphlet form—I had not them in the office—which I read. They then produced a consent, or what purported to be a consent, of two-thirds of the owners of the taxable property in township of Pompton, to the issuing of these bonds; I looked over it, & not exactly satisfied with that, I got, I think, from the room of the Board of Chosen Freeholders an assessment of this township of Pompton & read over this with this consent, to form some sort of a judgment whether the consent came up to requirements of the act or not. I found that according to my judgment it did. Afterwards I saw a supplement to the act, which provided that both of the assessors should be evidenced on that. I finally registered the bonds.

Not cross-examined.

143 Plaintiff's counsel offered in evidence the bonds of the township with coupons.

Defendant's counsel objected on the ground that it does not appear they were ever issued by the parties.

The COURT. (Judge Strong.) The bonds are now in the hands of outside parties after their execution, and it is presumed they were issued by the parties who executed them.

Plaintiff's counsel also called JACOB H. BLAUVELT who, being sworn, testified as follows:

Q. Are you the clerk of the county of Passaic?

A. I am, sir.

Q. The present clerk?

A. Yes, sir.

Q. Did you produce this registry from the records of your office?

A. I did, sir.

Q. Have you in your custody & will you produce a paper purporting to be the consent of the tax payers of the township of Pompton?

144 A. I have here a paper purporting to be a consent of real estate owners of Pompton township to issue, &c., (witness read from said paper.)

Q. Do you produce that from the records of your office?

A. Yes, sir; from the files at my office.

Mr. M. CARTER. Give me the date of the registry of the bonds, will you—the date given in the book?

Mr. GUMMERE. May 5th, 1870.

(To the court.) I offer the paper purporting to be the consent in evidence.

Mr. M. CARTER. I object to the admission of the paper in evidence on the ground that there seems to be no proof as required by the act that the parties who signed this paper represent the requisite amount necessary to give the commissioners power to issue these bonds.

145 The COURT. We think that, in view of the recitals in the bond, these papers ought to go to the jury.

Mr. GUMMERE. I offer, then, the consent in evidence.

The COURT. Let it be admitted.

And thereupon the said papers, purporting to be such consent, were admitted, and read in evidence (pro ut the same).

The undersigned owners of real estate in the township of Pompton, in the county of Passaic, and State of New Jersey, hereby consent that the said township shall issue its bonds to the amount of one hundred thousand dollars under the act to authorize certain townships, towns, and city to issue bonds, and to take the bonds of the Montclair Railway Company, and that the said bonds of the said township shall be exchanged for or their proceeds invested in the income bonds of the said Montclair Railway Company.

Dated Pompton, 21st July, 1868, signed and acknowledged in the presence of the undersigned, one of the commissioners named for the purpose under said act.

E. K. Board.	Peter W. Marks.	Peter H. Brown.
Chas. F. Johnson.	John M. Sloat.	John Tise.
John F. Boardy.	Sophronia H. Beam.	Daniel Rhinesmith.
Wm. F. Vandine.	Conrad Tise.	Gillein DeBow.
John H. Brown.	Anthony Noland, his x mark.	Cyrus E. Drew.
Henry Tise.	Henry B. Morris.	Uriah Drew.
Henry J. David.	David Manaker, his x mark.	John P. Beaty.
John E. Cooper.	Charles Morris.	John Akers.
Henry P. Brown.	David Storms.	Joseph Conklin, his x mark.
George Beam.	John M. Morris, his x mark.	Charles Conklin.
Peter J. Brown.	Jesse Brush, his x mark.	Allen Conklin, his x mark.
Benardey Rhinesmith, his x mark.	John Welsh, his x mark.	Peter Conklin, his x mark.
James C. Vreeland.	David E. Patterson.	Lydia A. Vreeland.
Chas. Marks.	William J. Marks.	Henry L. Pierson.
Abram Shay.	S. Jenkins.	Value of land, $1,000.
John Ricker.		
George W. Marks.		

STATE OF NEW JERSEY,
County of Passaic, Township of Pompton, ss:

I, Charles F. Johnson, assessor of said township, do hereby depose and say, that the owners or representatives of at least two-thirds of the taxable real and landed property of said township, have signed the consent to issue bonds under and by authority of the act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Company.

CHAS. F. JOHNSON.

Sworn before me this 28th day of December, 1868.

ROBERT I. HOPPER,
Comm'r.

PASSAIC COUNTY, *ss:*

Edmund K. Board, being by me duly sworn, on his oath saith that all the foregoing persons subscribed their names to the foregoing consent, or directed the deponent to subscribe*d* their names thereto for them, except Barnebas Rinesmith, Anthony Noland, David Manaker, John M. Morris, Jesse Brush, John Walch, Joseph Conklin, Allen Conklin, and Peter Conklin, who made their marks thereto as their signature, respectively, in deponent's presence. Deponent further saith that he is one of the commissioners.

E. K. BOARD.

Sworn & subscribed February 4th, 1870, before me.

A. B. WOODRUFF,
Master in Chancery of New Jersey.

The undersigned owners of real estate in the township of Pompton, in the county of Passaic and State of New Jersey, hereby consent that the said township shall issue its bonds to the amount of one hundred thousand dollars, under the act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company, and that the said bonds of the said township shall be exchanged for, or their proceeds invested in the income-bonds of the said Montclair Railway Company.

Dated August 26th, 1868, signed and acknowledged in the presence of the undersigned, one of the commissioners named for the purpose under said act.

John V. Beam.	Daniel Blauvelt.	William Carrom, his x mark.
James Ludlum.	Martin W. Berry.	
Harriet K. Mills.	Mrs. Elizabeth Rodgers.	Thomas Duffy.
John Van Wagoner.	Alfred Berry.	John S. Patterson.
Cornelius Tumson.	Jane Parry.	James Lake.
Henry Tice.	Lament Romaine, his x mark.	Henry Chandler.
Samuel Parry.		John H. Debow.
Thomas E. Vandine.	Henry S. Van Ness.	G. W. Townsend.
Abram Van Houten.	Samuel Van Ness.	Abram C. Lyeney.
Edward J. Shenitt.	Mrs. A. N. Drew.	Garret Smith.
John A. Ryerson.	Charles Nixon.	Adelia Colfax.
Mary Reichel.	Sylvester Vandine.	Henry Drew.
John Bertholf.	George I. Shorter.	Wm. H. Roome.
B. R. Hill, jr.	Joseph P. Crane, his x mark.	
Emma H. Beam.		

DANIEL BLAUVELT,
Commissioner.

PASSAIC COUNTY, *ss:*

Daniel Blauvelt, being by me duly sworn, on his oath saith that all the persons whose names are subscribed to the foregoing consent, subscribed their names there*of* in his presence, except Lambert S. Romaine, Joseph P. Crane, William Converse, who made their marks as their signature, and Mrs. Elizabeth Rogers, who signed her name thereto by Mrs. Van Houten, who was authorized by said Elizabeth Rogers in deponent's presence, to sign the same for her, said list including from John V. Beam to William H. Roome inclusive; deponent being commissioner.

DANIEL BLAUVELT.

Sworn and subscribed February 4th, 1870, before me.

A. B. WOODRUFF,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY,
County of Passaic, Township of Pompton, ss :

I, Charles F. Johnson, asses'or of said township, do hereby depose and say that the owners or representatives of at least two-thirds of the taxable real and landed property of said township, have signed the consent to issue bonds under and by authority of the act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Company.

CHAS. F. JOHNSON.

Sworn before me this 28th day of December, 1868.

ROBERT I. HOPPER,
Com'r.

The undersigned, owners of real estate in the township of Pompton, in the county of Passaic, and State of New Jersey, hereby consent that the said township shall issue its bonds to the amount of one hundred thousand dollars, under the act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Company; and that the said bonds of the said township shall be exchanged for, or their proceeds invested in, the income bonds of the said Montclair Railway Company.

Dated August 28th, 1868.

Signed and acknowledged in the presence of the undersigned, one of the commissioners named for this purpose under said act.

Martin John Ryerson.	Joseph Slater.	Henry Adams, his x mark.
G. M. Cooper.	Jacob J. Mead.	
James Carman.	David Carman, his x mark.	Thomas Carmen, his x mark.
Andrew Hill.	John P. Browe.	Lewis White.
James Worden.	James Homert.	Peter Haycock.
Abram Maybe, his x mark.	Wm. H. Graves.	Isaac Uber.
Richard Sloan.	Edward N. Sisco, his x mark.	Peter P. Maybee, his x mark.
Edward Mead.	Anthony Rhenesmith.	D. B. Ryerson.
David H. Rowe.	Silas Pellington.	Wm. Jones.
P. S. Francisco.	James Pellington.	J. C. Reeve.
John H. Luther.	J. E. Krahmer.	Jacob Berry.
David Whritenor.	Robert Haycock.	Mrs. Clay Howard.
John A. Van Wagoner.	Aaron Rednor, his x mark.	Abraham Carman.
Wm. Van Wagoner.	George W. Kent.	Charles H. Sandford.
John Pillington.	Peter C. Carmar.	Charles Hollaway.
Chas. Sigler.		Peter W. Mabey.
Andrew Hermine.		
F. W. Gurnee.		

STATE OF NEW JERSEY,
County of Passaic, Township of Pompton, ss :

I, Charles F. Johnson, assessor of said township, do hereby depose and say that the owners or representatives of at least two-thirds of the taxable real and landed property of said township, have signed the consent to issue bonds under and by authority of the act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Company.

CHAS. F. JOHNSON.

Sworn before this 28th day of December, 1868.

ROBERT I. HOPPER,
Comm'r.

PASSAIC COUNTY, *ss:*

Martin John Ryerson, being by me duly sworn, on his oath saith that all the persons whose names are signed to the foregoing list, from Martin John Ryerson to Peter W. Mabey, inclusive, signed the same in the presence of him, the deponent, by subscribing the same or making their marks.

MARTIN JOHN RYERSON.

Sworn & subscribed February 4th, 1870, before me.

ABRAHAM B. WOODRUFF,
Master in Chancery of New Jersey.

The undersigned owners of real estate in the township of Pompton, in the county of Passaic, and State of New Jersey, hereby consent that the said township shall issue its bonds to the amount of one hundred thousand dollars, under the act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company, and that the said bonds of the said township shall be exchanged for or their proceeds invested in the income bonds of the said Montclair Railway Company.

Dated August 28th, 1868, signed and acknowledged in the presence of the undersigned, one of the commissioners named for this purpose under said act.

Abraham H. Vreeland.	Stephen Post.
M. Bailey.	John Schuyler.
Moses H. M'Cormick.	Albertus P. Howard.
James Bartholf.	David Beam.
F. H. Vreeland.	Abraham Beaty.
John Rutherford.	Peter H. Whritenor.

PASSAIC COUNTY, *ss:*

Martin John Ryerson, being by me duly sworn, on his oath saith, that all the persons whose names are signed to the foregoing list from Abraham H. Vreeland to Peter H. Whritenor, inclusive, signed the same in the presence of him, the deponent.

MARTIN JOHN RYERSON.

Sworn & subscribed February 4th, 1870, before me.

ABRAHAM B. WOODRUFF,
Master in Chancery of New Jersey.

STATE OF NEW JERSEY,
County of Passaic, Township of Pompton, ss:

I, Charles F. Johnson, assessor of said township, do hereby depose and say, that the owners or representatives of at least two-thirds of the taxable real and landed property of said township have signed the annexed consent to issue bonds under and by authority of the act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company.

CHAS. F. JOHNSON.

Sworn before me this 28th day of December, 1868.

ROBERT I. HOPPER, *Com'r.*

STATE OF NEW JERSEY,
Passaic County, ss:

I, R. Weller Hoxsey, clerk of said county and also clerk of the county

courts thereof, do hereby certify that the foregoing is a true, full, and correct copy of the consent of real estate owners of Pompton Township to issue $100,000 in bonds to Montclair Railway Company, as the same remains of file in my office.

In testimony whereof I have hereunto set my hand and the seal of said courts and county this February 19th, 1870.

[L. S.] B. W. HOXSEY, *Clk.*

[Stamp 5c.]

(Indorsed:) Copy of consent of real estate owners of Pompton Township to issue $100,000 in bonds to Montclair Railway Co. Filed Feb'y 19th, 1870. B. W. Hoxsey, cl'k. Filed May 3d, 1870. Cornelius Townsend, cl'k.

To which ruling the defendant's counsel prayed an exception, and that the said exception might be sealed, and it is sealed accordingly.

W. STRONG. [L. S.]

Cross-examined:

Q. That is the one filed at your office, is it?

A. Yes, sir.

146 Plaintiff's counsel also called JAMES G. HASKING, who, being sworn, testified as follows:

Q. Mr. Hasking, are you an officer of the 2nd National Bank of Jersey City?

A. Yes, sir.

Q. What office do you hold?

A. I am paying teller.

Q. On the 1st of May, 1873, Mr. Hasking, had the inhabitants of the county of Passaic any account in your bank, or money to their credit?

A. They had not.

Q. Had they any account in your bank, or money to their credit on the 1st of November, 1873?

A. They had not.

Q. Had they any account or money in your bank, or money to their credit on the 1st of May, 1874?

A. No, sir.

Q. On the 1st Nov., 1873, had they any account?

A. No, sir.

Cross examined:

Q. Were you connected with the bank at those dates?

147 A. I was, sir.

Q. Well, that's all.

Mr. GUMMERE. We rest.

Mr. M. CARTER. Before counsel for the plaintiffs rest, I should like to continue the cross-examination of Mr. Ryerson.

The COURT. Certainly. Take the stand, Mr. Ryerson.

MARTIN J. RYERSON called for further cross-examination.

Q. You have said you signed these bonds, & the other commissioners signed them in your presence?

A. Yes, sir.

Q. Where were they signed?

A. At the Hamilton House, Paterson.
Q. When?
A. On the 4th of May, 1870.
Q. In whose presence?
A. In the presence of the commissioners.
148 Q. Any other person?
A. Mr. Spaulding was there.
Q. What Spaulding?
A. Henry C. Spaulding.
Q. Who else?
A. Mr. Loomis, I think, was there.
Q. Mason Loomis?
A. Yes, sir.
Q. Who else?
A. John Hopper was there part of the time. I don't recollect whether he was there all the time. Senator Hopper.
Q. Well, sir, proceed.
A. I don't recollect any others.
Q. What connection did Mr. Spaulding have with the transaction?
A. He was acting for the Montclair Railroad. Sort of a superintendent, or something like that.
Q. What did Mason Loomis have to do with it?
A. I don't know what his connection with it was; it is so long ago I have most forgotten.
Q. Was he there in the interest of the railroad company?
A. I don't recollect what brought him there.
149 Q. And you signed that in the Hamilton House?
A. Yes, sir.
Q. That was on the 4th of May, 1870?
A. Yes, sir.
Q. Did you do anything else with them on that day?
A. I took them down to the clerk's office the same day.
Q. Get them registered?
A. Yes, sir.
Q. Who went with you?
A. Mr. Blauvelt & Mr. Board.
Q. The commissioners went with you, of course. Who else?
A. Mr. Spaulding, I think.
Q. Did Mr. Loomis go?
A. I don't recollect.
Q. Did Mr. Hopper go to the clerk's office?
A. I don't recollect.
Q. After you got them registered, what did you do then; on that day I am speaking of?
A. Well, we left them there to be registered.
Q. Well, what did you afterwards do with them?
(Plaintiff's counsel objected.)
150 WITNESS. Well, I did not tell exactly what I meant to as to the particulars of what I did with the bonds.
Mr. GUMMERE. My objection is this: It does not matter to us what he did with the bonds; we are here as the bona fide holders of the bonds; they are ours; nothing they can show that has been done with the bonds is anything to us unless they make it a matter of substantial defence.
The COURT. We will admit the testimony, not knowing exactly what it may be, & hold it under our control, reserving the right at any time

hereafter, or at the close of the case, to rule it out if we should find it it not proper.

Q. Mr. Ryerson, after you registered the bonds, what did you do?

151 A. Well, I went a little ahead of what I intended to. I was reading from the minutes.

Q. I will state that it is not proper for you to read over the acts of the commissioners; you can refresh your memory with it & state from memory what you did.

By Mr. GUMMERE:

Q. Are those official records?

A. Yes, sir.

Q. You kept the minutes?

A. Yes, sir; as secretary.

Mr. GUMMERE. I suppose the minutes are the evidence?

The COURT. I think the witness may speak from his own recollection, refreshing his memory by referring to the official record.

Mr. M. CARTER. I simply sugge't that there is nothing in the law authorizing them to make records.

152 The COURT. State from your memory, which may be refreshed by these minutes.

WITNESS. We did several things before we took them to be registered.

Further cross-examination:

Q. What did you do before you took them to be registered?

A. I consulted with the other commissioners & we got an agreement that the money should be spent in our own township.

By Mr. GUMMERE:

Q. From whom?

A. The president of the Montclair Railway Co. before we circulated the paper to be signed—he gave a paper which I have here—an agreement of that.

Q. Let's have it.

153 Mr. M. CARTER. I object, as it is not part of my question.

(Objection sustained.)

Further cross-examination:

Q. Mr. Ryerson, after the bonds were registered, what did you do with them?

A. Deposited them in United States Trust Company for safe-keeping; the township bonds you mean?

Q. Yes, sir.

A. Yes, sir.

Q. For safe-keeping?

A. Yes, sir.

Q. And where was the office of the United States Trust Company?

A. In New York; we got receipts from them for the bonds.

Q. And you left them there?

A. Yes, sir.

Q. Was that the last you did with them?

A. No, sir.

Q. Well, what next?

A. When the party to whom the bonds were sold had brought a certificate from the chief engineer of the Montclair Railway Company that they had spent $10,000 in bringing the road through our town-

154 ship, we gave him an order on the Trus' Company for the bonds to that amount; gave him the bonds as the work progressed.

Q. On his certificate?

A. On the certificate of the chief engineer.

Q. Of the company?

A. Yes, sir.

Q. Was Mr. Fuller the contractor of the railway company?

A. Yes, sir; said to be.

Q. Who was the chief engineer?

A. Wood—Mr. Wood.

Q. Gave him orders for the bonds to the amount of what?

A. Different amounts, as he would bring certificates that the work was being done.

Q. And did Mr. Fuller get the bonds on those orders?

A. I suppose he did; I never heard anything to the contrary.

Q. Fuller had no contract with the township, had he?

A. Fuller purchased the township bonds.

Q. Fuller purchased the township bonds?

A. Yes, sir.

Q. Of whom?

A. Of the commissioners.

155 Q. When?

A. On the 4th of May; I think it was the 4th of May, 1870.

Q. Was that before you gave the orders for them?

A. No, sir. Yes, it was before we gave the orders for them, of course. The agreement with him was that we should keep the bonds until he did the work.

Q. Fuller agreed to buy the bonds, then?

A. Well, he did buy them, but we kept them.

Q. Well, he was to pay for them by doing the work?

A. No, sir; he paid for them in a check which we invested in the Montclar Railway Company's bonds.

Q. In whose check?

A. His own.

Q. For what amount?

A. $100,000.

Q. How did you invest it?

A. In income bonds of the Montclair Railway Company.

Q. Of whom did you buy them?

A. Fuller.

Q. And how did you pay Fuller?

A. Paid him back with his own check.

Q. And on the same occasion?

156 A. Yes, sir.

Q. If I understand you, Fuller paid for the bonds by giving his check for them?

A. Yes, sir.

Q. And you bought income bonds of the Montclair Railway Company of him?

A. Yes, sir.

Q. And paid him by handing him back his own check?

A. Yes, sir; we had an agreement that we could keep the bonds, even after the contract was made.

Q. You made an agreement that you should keep the bonds?

A. Yes, sir.

Q. Who has the original agreement?

A. I have.
Q. Is that here?
A. Yes, sir.
Q. And then you delivered the bonds upon his bringing certificates that a certain amount of work had been done in the township on the road?
A. Yes, sir.
Q. What time in the day did you sell them to Fuller?
A. Somewhere between 10 o'clock & 2 or 3 o'clock.
157 Q. It was before they were registered?
A. Yes, sir.
Q. They had not been registered, then, when you sold them to Fuller?
A. No, sir.
Q. How long after did you take them to be registered?
A. The same day.
Q. What did you get, do you say, for them?
A. Montclair Railway bonds.
Q. Where are they?
A. Here.
Q. Are the' mortgage bonds?
A. They are income bonds.
Q. Secured by mortgage?
A. No, sir.
Q. Were there first mortgage bonds issued by the company?
A. I don't know. I never saw them.
Q. Have you the agreement you made with Fuller at the time of disposing of these bonds?
A. Yes, sir.
Q. Will you produce it?
A. (Witness did so.) The first agreement was made with the president.
Q. I am not speaking about that; I am enquiring about the one
158 attending the delivery of the bonds.
A. Well (handing paper to counsel), there it is.
Q. Who wrote this agreement?
A. I don't know. I think Mr. Loomis; I am not positive.
Q. And this paper contains the agreement between you and Fuller as to the final issuing of the bonds, does it?
A. The manner in which the bonds should be paid out.
Q. To Fuller?
A. Yes, sir.
Q. How long after the 4th of May—I think you stated the 4th of May was the time that was done—how long after that was it that the bonds were issued by you on the orders you spoke of?
A. The first was November 16th, 1870.
Q. The first bond, or the first batch of bonds?
A. The first batch of bonds.
Q. How many were there issued?
A. Ten.
Q. And when the next?
A. January 18th, 1871.
159 Q. Give us the date, if you please, of the first.
A. November 16th, 1870.
Q. Then ten more, do you say?
A. 1871—January 18th.
Q. Well?

A. April 29th, ten bonds.
Q. Well?
A. May 23, fifty.
Q. May 23?
A. Yes, sir.
Q. Fifty?
A. Yes, sir.

By the COURT:

Q. Fifty bonds?
A. Yes, sir.

Further cross-examination:

Q. Well?
A. July 26, twenty.
Q. That makes up the full issue, does it?
A. Yes, sir.

By the COURT:

Q. What was the last?
A. July 26, 1871.

Further cross-examination:

160 Q. And that writing which you produced was part of the negotiations on that day between you and Mr. Fuller?
A. Yes, sir; it had been agreed upon before.
Q. But it was reduced to writing on that day?
A. Yes, sir.
Q. And was part of the negotiations on which the bonds were sold?
A. Yes, sir.
Q. With whom had you made the arrangement before you met that day?
A. I don't recollect particularly.
Q. Don't you know who had agreed with you on this mode of disposing of the bonds?
A. The first agreement was Mr. Platt's.
Q. President of the Montclair Railway Company?
A. Yes, sir.
Q. I am speaking of the agreement that was made on the 4th of May. With whom were the negotiations had that resulted in that?
A. Fuller.
Q. Before that time?
A. Yes, sir.
161 Q. Who did Fuller represent?
A. Well, I suppose he represented—at least he had the bonds.
Q. Well, he represented the Montclair Railway Company, didn't he?
A. I presume he did.

By Mr. GUMMERE:

Q. You said he was a contractor?
A. Yes, sir.

Further cross examination:

Q. On what bank did Fuller give his check?
A. I don't recollect.
Q. Do you know anything of Fuller's responsibility?
A. Not personally.
Q. Where did he live?

A. Well, he lived—I don't know; he's a contractor, and they live most all over.

Q. You don't know where his residence is?

A. No, sir.

Q. Whether he resides in New Jersey or not?

A. No, sir; part of the time he did; part of the time in New York.

162 Q. How long were you there together completing the transactions?

A. Pretty much all day; from 10 o'clock until the afternoon.

Q. How long after you took them to be registered was it that you deposited them in the Trust Company?

A. May 10th.

Q. That is May 10th——

A. 1870.

Q. You got no money that day, did you?

A. No, sir.

Q. You simply exchanged these bonds for the bonds of the railway company?

Mr. GUMMERE. I object. That is for the court to say; not the witness.

WITNESS. I told the thing just as it occurred.

Q. What was the amount of the check?

A. $100,000.

Q. And that you gave right back for the $100,000 worth of income bonds in the Montclair Railway Company?

A. Yes, sir.

Q. Have you got those bonds here?

163 A. Yes, sir.

Q. Were they delivered to you on that day?

A. Yes, sir.

Q. Have they been in your possession ever since?

A. No, sir.

Q. Where have they been?

A. In the Second National Bank of Jersey City.

Q. Is this [showing witness a paper] one of them?

A. Yes, sir.

Q. You say they were deposited in the Second National Bank of Jersey City?

A. Yes, sir.

Q. Deposited there by you for safe-keeping?

A. Yes, sir.

Q. Have they been there under your control ever since?

A. Yes, sir.

Q. And are still held by you?

A. No, sir.

Q. They are still in your possession?

A. They are in your possession now.

Q. You don't understand me, or don't seem to. Have they remained under your control since they were deposited in the Second National Bank of Jersey City?

164 A. Yes, sir.

Q. Until brought here in pursuance of subpœna?

A. Yes, sir.

Q. Were those bonds all of the same denomination—all of $5,000?

A. Yes, sir.

Q. There when twenty then of $5,000 each?
A. Yes, sir.
Q. Here is one payable on the 1st of Nov. 1873; is that the first one?
A. I think it was.
Q. And the interest was payable when?
A. I think it is May 1st.

Bonds of the Montclair Railway Company and the agreement made with Fuller in regard to the disposition of the bonds on the day on which the bonds were sold, offered in evidence by defendant's counsel and were read in evidence.

(Pro ut the same.)

UNITED STATES OF AMERICA.

No. 46. STATE OF NEW JERSEY. $5,000.

THE MONTCLAIR RAILWAY COMPANY.

Income (engraving) bond.

Know all men by these presents, that The Montclair Railway Company acknowledges itself to be indebted to the inhabitants of the township of Pompton, in the county of Passaic, in the sum of five thousand dollars lawful money of the United States of America, which the said company promises to pay to the said the inhabitants of the township of Pompton on the first day of November, eighteen hundred and seventy-four, at the office or agency of the company in the city of New York, with interest thereon at the rate of seven per cent. per annum, payable semi-annually at the said office or agency in the city of New York on the first days of May and November in each year upon demand of the inhabitants of said township. In case of default in the payment of any half yearly instalment of interest which shall have been demanded and the continuance of such default for the period of six months after such demand, the principal of this bond may at the option of the holder hereof become due, and the said Montclair Railway Company hereby covenants with the said the inhabitants of said township, that it will on the first days of May and November in each and every year until the said bond shall have been fully paid and satisfied, appropriate to the payment of the interest becoming due thereon so much as may be necessary of the net income which may be derived from the operation of the said railway or from contracts entered into by said company. This bond is registered on the books of the Montclair Railway Company, and is transferable only at the office of said company on the books thereof.

In witness whereof the said company has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its president and treasurer, on the thirty-first day of October in the year one thousand eight hundred and sixty-eight.

[CORPORATE SEAL.] J. H. PRATT, *President.*
ALBERT PEARCE, *Treasurer.*

(On each side:) 5,000 dollars.
(Aross the face:) $5,000.
[U. S. int. rev. stamp 25 c. cancelled.]

Endorsements.

Rec'd Nov. 1st, 1870, from the Montclair Railway Co., one hundred and seventy-five dollars in full for interest on within bond.
$175.00.

M. J. RYERSON, *Comr.*

Rec'd May 1st, 1871, from the Montclair Railway Co. one hundred and seventy-five dollars in full for 6 mo. interest on within bond.
$175.00.

M. J. RYERSON, *Comr.*

Rec'd Nov. 1st, 1871, from the Montclair Railway Co. one hundred & seventy-five dollars in full for six months' interest on the within bond.
$175.00.

M. J. RYERSON, *Comr.*

Rec'd May 1st, 1872, from the Montclair Railway Co. one hundred and seventy-five dollars in full for six months' interest on the within bond.
$175.00.

M. J. RYERSON, *Comr.*

Rec'd Nov. 1st, 1872, from the Montclair Railway Co. one hundred and seventy-five dollars in full for six months' interest on the within bond.
$175.00.

M. J. RYERSON, *Comr.*

For value received, the New York and Oswego Midland Railroad Company hereby guarantees to the bearer the prompt payment of the principal and interest of the within bond of the Montclair Railway Company for $5,000, according to the terms and conditions thereof, and waive demand of payment of the obligors and notice of non-payment to the guarantors.

In witness whereof, the New York and Oswego Midland Railroad Company, in accordance with the resolution of the board of directors, passed on the 10th day of October, 1868, have caused its corporate seal to be hereto affixed and the same to be attested by its president this first day of February, 1869.

[CORPORATE SEAL.] D. C. LITTLEJOHN,
President New York and Oswego Midland Railroad Company.

THE MONTCLAIR RAILWAY COMPANY.

No. 46. REGISTERED INCOME BOND. $5,000.

Interest payable May 1st and November 1st, at the office or agency of the company in the city of New York.

(Indorsed:) Bond of Montclair Railway Co.

Agreement between Hernando A. Fuller of New York City of the first part, and Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson of Pompton, Passaic County, State of New Jersey, witnesseth:

Whereas the said Hernando A. Fuller is the owner and possessor of certains bonds of the township of Pompton, to wit: One hundred bonds of one thousand dollars each, signed in behalf of said township by Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, commissioners for the purpose of aiding in the construction of the Montclair Railway in said township.

And whereas the said Hernando A. Fuller has agreed with the Mont-

clair Railway Company to construct the said railway in said township, and has agreed that the proceeds of said township bonds shall be used in the construction of said railway as aforesaid:

Now, therefore, in order to effectuate the said purpose and as security for the faithful application of said bonds or their proceeds, it is hereby agreed by the parties hereto as follows, to wit:

1st. The said Hernando A. Fuller hereby agrees to deposit with the said Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson all of said bonds, the same to be held by them as collateral security for the faithful performance of said agreement to construct said railway in said *railway in said* township, and to be delivered up to the said Hernando A. Fuller only in proportion as the said Fuller shall proceed with the actual procuring or constructing of the said railway.

2nd. And the said Hernando A. Fuller hereby covenants and agrees with the said Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson, that the said railway shall be constructed in a good and substantial manner in accordance with the recent survey made by the Montclair Railway Company, and that there shall be built and established one depot at the intersection of the New Jersey Western Railway with said Montclair Railway, and another depot at the village of Winockie, and another depot at the village of Boardville.

3d. And the said Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson hereby covenant and agree with the said Hernando A. Fuller that whenever and as often aš there shall be expended by the said Fuller upon the route and in the manner herein aforesaid, for the construction aforesaid, the sum of ten thousand dollars and the proper vouchers therefor produced, the said Daniel Blauvelt, Edmund K. Board and Martin J. Ryerson will give to the said Fuller the proper and necessary authority to obtain ten of said bonds of said township of Pompton, and so from time to time until the whole amount of one hundred thousand dollars shall have been so expended and a like amount of bonds delivered up.

In witness whereof, the parties to said agreement have hereunto set their hands and seals this fourth day of May, A. D. (1870) eighteen hundred and seventy.

HERNANDO A. FULLER. [L. S.]
DANIEL BLAUVELT. [L. S.]
E. K. BOARD. [L. S.]
M. J. RYERSON. [L. S.]

Sealed and delivered in presence of
MASON LOOMIS.

[In. rev. stamp 5 c.]

(Indorsed:) Agreement between Hernando A. Fuller and Pompton Township com'rs.

Recess of twenty minutes.

Mr. M. Carter read the agreement.

165 Re-direct examination:

Q. I see on these bonds of the Montclair Railway Company that there are endorsements of five separate receipts of interest by you commissioners; please explain whether that interest was paid or whether you disposed of this interest you received in payment of the coupons of the Pompton Township bonds.

Mr. M. CARTER. Is that material or proper at this stage of the case, if the Court please?

The COURT. I think that may go in.

WITNESS. The secretary of the Montclair Railway Company brought us the coupons of the township bonds which they had paid, & we receipted the amount on their bonds.

Q. Then the railway company paid the coupons of the town bonds, surrendered them to you, & then you receipted interest on the bonds?

166 A. Yes, sir.

Q. Have you those coupons?

A. Yes, sir.

Q. That were surrendered to you by the company?

A. Yes, sir.

Q. They are the coupons up to and including November, 1872?

A. Yes, sir.

Q. Why didn't you pay the interest in 1873?

A. Because we had not the money.

Q. Did you notify the township?

A. The annual meeting of the town committee occurred before the payment of interest, & we notified them the first meeting they had after the time of the payment.

Further recross-examination:

Q. Was it part of your arrangement that the Montclair Railway Company should keep down the interest on these bonds?

A. Well, I think it was—there was no special agreement for it.

167 Q. The town never paid any interest on the Pompton bonds, except by endorsing amounts corresponding with the coupons of their bonds which were surrendered by the railway company?

A. That is the way it was done.

Q. Who represented the railway company in that transaction; who conducted it?

A. I forget the name—he was the secretary, whoever it was—Mr. Wilcox.

Q. And when he would bring the coupons of your township bonds, you would endorse corresponding amounts on the bonds of the railway company which you held?

A. Yes, sir.

Q. Did you ever receive any interest on the Montclair Railway bonds except in that way?

A. That is the only way we received it.

Q. Did you ever receive any of the principal?

A. No, sir.

Q. Are they good for anything?

A. I don't know.

Q. You don't know?

A. I don't know.

Q. Do you mean to say you don't know whether the company is responsible for them, or able to pay them?

168 A. They say the company has failed.

Q. Well, don't you know the company has failed?

A. I don't know of my own knowledge.

Q. Who made the arrangement with you that the railway company should pay the interest on the bonds of Pompton Township?

A. I don't recollect who made it—the understanding was that that should be done.

Q. That the railway company should keep down the interest on the bonds of Pompton Township?

A. Yes, sir.

Q Of those negotiations of which we have spoken of the 4th of May —was Mr. Platt there?

A. No, sir.

Q. Was Mr. Spaulding there?

A. I think he was; yes, sir.

Q. On behalf of the railway company?

A. Yes, sir.

By Mr. GUMMERE:

Q. Have you looked over these one hundred bonds, and examined them?

A. Yes, sir.

169 Q. And you swear they were all executed by three commissioners?

A. Yes, sir.

And thereupon the plaintiff rested its cause.

Defendant's counsel applied for a nonsuit on the ground of there being a substantial insufficiency in the issue of the bonds.

The court overruled the motion.

Defendants' counsel took an exception to the ruling of the court.

And thereupon the defendants, in support of the issue on their part, called as a witness JULIUS H. PRATT, who, being duly sworn, testified as follows:

Mr. M. CARTER (to plaintiff's counsel). Gentlemen, we call upon you to produce the contract in relation to the purchase of these bonds.

170 (Plaintiff's counsel produced said contract.)

The COURT. Contract between whom?

Mr. M. CARTER. Between Cooper & Hewitt & the Montclair Railway Company, by which the bonds were sold to Cooper & Hewitt.

Q. Mr. Pratt, were you connected with the Montclair Railway Company, & if so, during what years, and in what capacity?

A. I was president of the Montclair Railway Company from the time of its organization until January, 1874, I think.

Q. When was it organized?

A. I think in 1869.

Q. Sir?

A. 1869, is my recollection.

Q. Did that company during your presidency become the holder or have the control of the bonds issued by Pompton Township?

A. They had some control of them.

Q. Do you know to whom the bonds were sold by persons rep-
171 resenting the company?

A. The bonds were sold to the Cooper Union or to Cooper, Hewitt & Company. I am not certain.

Q. (Handing witness a paper.) Look at this contract, Mr. Pratt?

A. Witness did so.

Q. Just look at the end of that, Mr. Pratt, and see if that was executed by the parties—by the Montclair Railway Company on the one part & Cooper & Hewitt on the other.

(Plaintiff's counsel objected to that mode of proof.)

Mr. M. CARTER. If the court require it to be proved, I will call the subscribing witness—he is here.

The COURT. It seems to me it is not necessary to call a witness on a point that is so clear.

Mr. GUMMERE. We are under the control of the court.

172 Mr. M. CARTER. I will call Mr. Watkins. Stand aside a moment, Mr. Pratt, please.

Defendants' counsel also called Hezekiah Watkins, who, being sworn, testified as follows:

Q. Be good enough to look at that signature (handing witness a paper). Did you witness the execution of that paper?

A. Yes, sir.

Q. And sign it as a subscribing witness?

A. Yes, sir.

Q. And know they put on the seals of the corporations they represent?

A. Yes, sir.

Q. Are you connected with any one of them?

A. Yes, sir; the New Jersey Midland Railroad Co.

Q. Did you see Mr. Cooper & Mr. Hewitt sign that paper?

A. I presume I did.

Q. And the signature of the other persons too?

A. Yes, sir.

And the said witness not being cross-examined, defendants'

173 counsel recalled JULIUS H. PRATT, who further testified.

Q. Mr. Pratt, does that paper have reference to the sale of these bonds?

A. I shall be obliged to look it over, sir.

The COURT. The contents of the paper you can scarcely prove by the witness.

Mr. M. CARTER. I want to see if he will identify the paper—not the contents, but identify the paper as the one connected with the purchase of the bonds.

WITNESS. Yes, sir; this has reference to the purchase of those bonds.

DEFENDANT'S COUNSEL. With the permission of the court, I will read the paper. It is dated September 6, 1870, and the said contract was read in evidence (pro ut the same):

Articles of agreement made and concluded this sixth day of September, in the year one thousand eight hundred and seventy, by and between Edward Cooper and Abram S. Hewitt, parties of the first part, the Montclair Railway Company, a corporation of the State of New Jersey, parties of the second part, and the New Jersey Midland Railway Company, a corporation of the State of New Jersey, and the New York and Oswego Midland Railway Company, a corporation of the State of New York, parties of the third part, witnesseth:

The parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, and in further consideration of the sum of one dollar each, to each of said parties by the other in hand paid, at or before the ensealing and delivery of these presents, the receipt whereof are hereby acknowledged, have covenanted, promised, and agreed, and do hereby covenant, promise, and agree to and with each other, and for and with the respective successors and assigns of the said corporations, and the heirs and assigns of the said parties of the first part, in manner and form following:

First. The said parties of the first part shall and will, without further consideration than is herein expressed, grant and convey to the said party of the second part such lands and premises belonging to them, the said parties of the first part, in the county of Passaic and State of

New Jersey, as shall or may be requisite and necessary for road-bed, switches, turn-outs, and depot grounds, in the construction of the railway and branches of the said party of the second part; but whenever or in case any portion of the main tracks of said railway, or of its branches, or its depots, located on the land of the said parties of the first part, shall be abandoned or cease to be used for the purposes of the said railway, then the land so abandoned shall revert to the said parties of the first part, their heirs or assigns; said lands to be substantially on the route last surveyed by the party of the second part, and not to exceed one hundred feet in width for road-bed, nor more than one acre for each depot.

Second. The said parties of the first part shall and will purchase from the said party of the second part town bonds of the township of Pompton, in the State of New Jersey, to the amount in par value of one hundred thousand dollars, and shall and will pay for the same at their par value, upon delivery in lots of ten thousand dollars, upon thirty days' previous notice of the delivery of each lot of ten thousand dollars: Provided always, that the payment of the principal and interest of the said bonds shall be fully guaranteed, in a special covenant to and with the said parties of the first part, their heirs and assigns, by the said parties of the second, and the New York and Oswego Midland Railroad Company, of the third parts, and the said parties of the second, and the New York and Oswego Midland Railway Company, the third parts, hereby undertake to make such guarantee to the satisfaction of the said parties of the first part, before any payment for said bonds are demanded of the said parties of the first part. And the said party of the second part agrees that an amount equal to the amount of said bonds shall be laid out and expended by said company in the construction of its railway between Boardville and Greenwood Lake, in the town of West Milford, in the county of Passaic, New Jersey.

Third. The said parties of the second part, and the New York and Oswego Midland Railroad Company, of the third part, hereby agree to complete the said railway from the point of intersection with the Morris and Essex Railroad at Mead's Basin to the furnaces of the said parties of the first part, and to have the same opened for business on or before the first day of January, A. D. 1872, and to complete the same to Greenwood Lake and open it for business within one year thereafter.

Fourth. And the said parties of the second part and third agree for to transport over their respective railways, and all extensions and branches thereof, whenever and wherever constructed, and all lines which may be at any time leased or controlled by them, or either of them, all such iron ores, ice, lumber, charcoal, and other products of the property of the said parties of the first part, in the county of Passaic, or adjacent thereto, and any further additions thereto, or in which they may be or become interested as owners or tenants, and all such minerals, coal, limestone, iron ores, and other articles and supplies consumed thereon, as may be offered and furnished for transportation by the said parties of the first part, their heirs or assigns, at and after the rate of two cents per ton per mile, in full car-loads, exclusive of loading and unloading, when transported in the cars of the said railway companies, and at and after the rate of one and one-half cents per ton per mile, in full car-loads as aforesaid, when transported in cars furnished, controlled, or owned by the said parties of the first part, their heirs or assigns; and the word ton in this agreement means two thousand two hundred and forty pounds.

And it is further agreed that the said parties of the first part shall

have the benefit of any contracts for transportation over any ferries or other roads which may be secured to or made by the said parties of the second and third parts, and the rates of ferryage upon any ferry which may be owned or controlled by the parties of the second and third parts shall be made as low to the said parties of the first part as to any other parties similarly situated, but shall not exceed the sum of two dollars per loaded car. The said parties of the second and third parts further agree to furnish and return empty cars to and from the property of the said parties of the first part with all reasonable dispatch, without any further additional charge whatever.

Fifth. The said parties of the second and third parts shall and will provide for the said parties of the first part, their heirs and assigns, suitable cars, such as are ordinarily used for the transportation of ice, when required so to do, and shall and will deliver the same in the city of New York, and return the said cars upon the terms and rates hereinbefore provided.

Sixth. The station upon the railway of the said parties of the first part at or near the intersection of the Ringwood and Long Pond Rivers nearest to Ringwood, in the county of Passaic, shall be called Ringwood, and the station at the furnaces aforesaid, of the said parties of the first part, shall be called Hewitt.

Seventh. It is further agreed that in case rates of transportation shall or may be hereafter conceded or granted by the said parties of the second and third parts to any parties upon more favorable terms or conditions than are herein provided for the said parties of the first part, that then and in that case the same or equal rates shall be granted and conceded to the said parties of the first part, their heirs and assigns. But this provision, so far as coal is concerned, shall only apply to such coal as shall or may be transported to the eastward of the Delaware River.

Eighth. The said party of the second part shall and will procure for the said parties of the first part, free of cost to them, the necessary and requisite right of way for a branch railway, which the said parties of the first part may desire to build from their mines, on the property hereinbefore specified, to the main or branch railways, of the said party of the second part, and shall and will permit or cause to be made, proper and convenient connections, switches, turn-outs, and side tracks, for the transportation and transaction of the business; but the expense thereof shall be borne and defrayed by the said parties of the first part.

Ninth. The said parties of the first part reserve the right to themselves, their heirs and assigns, and also especially to the Erie Railway Company, to widen and extend the road-bed of the said party of the second part, located and constructed upon or through the land of the said parties of the first part, and to lay thereon additional tracks; but in case this right and privilege is exercised, a reasonable share of the cost of the road-bed so used shall be paid to the said party of the second part; and when the said party of the second part shall desire to lay additional track or tracks, and for that purpose shall require the road-bed occupied by the tracks laid under this agreement, the said parties of the first part, their heirs and assigns, will, if required so to do by the said party of the second part, remove such track or tracks to the additional road-bed to be provided therefor by the said party of the second part, at the proper cost and charge of the said party of the second part: Provided, that the same be done so as not to interfere with the use of the tracks of the said parties of the second and third parts; and the same shall be done under the direction of the engineers of the said party of the second part.

In witness whereof the said parties of the first part have hereunto set

their respective hands and seals; and the said parties of the second and third parts have caused these presents to be executed by their respective presidents and their respective corporate seals, to be hereunto affixed the day and year first in this indenture written.

EDWARD COOPER. [SEAL.]
ABRAM S. HEWITT. [SEAL.]

THE MONTCLAIR RAILWAY COMPANY,
[SEAL.] By I. H. PRATT, *President.*

THE NEW JERSEY MIDLAND RAILWAY COMPANY,
[SEAL.] By C. A. WORTENDYKE, *President.*

THE NEW YORK & OSWEGO MIDLAND RAILROAD COMPANY,
[SEAL.] By D. C. LITTLEJOHN, *President.*

Witness as to all these signatures:
HEZEKIAH WATKINS.

This agreement, made this thirteenth day of November, A. D. 1871, between Edward Cooper and Abram S. Hewitt, parties of the first part, and the Montclair Railway Company, a corporation of the State of New Jersey, party of the second part, witnesseth:

That the said party of the second part, in order to correct an accidental omission in a certain agreement made and entered between the parties hereto, bearing date the 26 day of September, A. D. 1870, to which the New Jersey Midland Railway Company and the New York & Oswego Midland Railroad Company were also parties, doth hereby covenant and agree to and with the said parties of the first part, their heirs and assigns, to provide and construct at the expense of the said party of the second part, suitable and convenient connections with the Morris Canal, or the feeder thereof, at or near Mead's Basin, and the necessary side tracks, chutes, wharves, and other convenient accommodations for the delivery, receipt, and transhipment of so much of the freight specified in the said agreement as shall be delivered to or received from the said Morris Canal, without making any further or additional charge therefor, to the said parties of the first part, their heirs and assigns, than the rates per mile specified in the said agreement; but the said parties of the first part are to unload and load the said freight by their own employees, or to repay to the said party of the second part, or its assigns, the actual cost of loading and unloading the same.

In witness whereof the said parties of the first part have hereunto set their hands and seals, and the said The Montclair Railway Company has caused these presents to be signed by its president, and its corporate seal to be hereunto affixed, the day and year first hereinbefore written.

EDWARD COOPER. [SEAL.]
ABRAM S. HEWITT. [SEAL.]

Witness:
E. F. BEDELL.

THE MONTCLAIR RAILWAY COMPANY,
[SEAL.] By J. H. PRATT, *President.*

Witness:
H. WATKINS.

(Indorsed:) Agreement bet. Cooper & Hewitt & Montclair Railway Co., N. J. Midland Railway, N. Y. & Oswego Midland R. R., Sept. 6th, 1870.

There is another contract of a subseqent date to this, executed
174 by the Montclair Railway Co. & the New York & Oswego Midland Railroad Company, made on the 10th of February, 1871.
(Plaintiff's counsel produced last-named contract.)

Q. (Handing same to witness.) Mr. Pratt, look at that contract, please.
A. Witness did so.
Q. Is that contract executed by you on behalf of the Montclair Railroad Company?
A. Yes, sir.
Q. And Mr. Littlejohn on behalf of the other company?
A. Yes, sir.
Q. In your presence?
A. I don't know, sir.
Q. Do you know the seal of the Montclair Railway Co.?
A. Yes, sir.
Q. Do you know the common seal of the other company?
A. It is their seal according to my best recollection.

175 Mr. McCARTER. I propose to read this contract; and the said paper was read in evidence (pro ut the same):

Articles of agreement made and concluded this tenth day of February, in the year one thousand eight hundred and seventy-one, by and between the Montclair Railway Company, party of the first part, the New York and Oswego Midland Railroad Company, party of the second part, and Edward Cooper and Abram S. Hewitt, parties of the third part, witnesseth:

That said parties of the first and second parts, for themselves and their several and respective successors and representatives, for value received and for and in consideration of the execution of a certain agreement between the parties hereto, bearing date the sixth day of September, A. D. 1870, have jointly and severally covenanted, promised and agreed, and do hereby jointly and severally covenant, promise, and agree to and with the said parties of the third part and with their several and respective heirs, executors, administrators, and assigns of all such persons as are or may hereafter be or become the lawful owners and holders of the bonds hereinafter described, as follows:

First. That they do hereby guarantee the validity and payment of the said several bonds hereinafter described and set forth, and of the several coupons thereunto belonging, as the same shall severally mature, and of the moneys due and to grow due thereon, at the times and in the manner provided for in the said bonds, and do hereby for themselves and their several and respective representatives, waive all notice of failure to pay the same or any part thereof by the township of Pompton, hereinafter mentioned, the original obligor in said bonds named.

The bonds hereinbefore referred to, and hereby guaranteed, are as follows:

One hundred bonds of one thousand dollars each of the township of Pompton, in the county of Passaic, and State of New Jersey, bearing date the first day of January, A. D. 1870, and payable to Samuel Holmes or bearer, as follows, viz:

Five bonds numbered 1, 2, 3, 4, and 5, on the first day of November, A. D. 1873.

Five bonds numbered 6, 7, 8, 9, and 10, on the first day of November, A. D. 1874.

Five bonds numbered 11, 12, 13, 14, and 15, on the first day of November, A. D. 1875.

Five bonds numbered 16, 17, 18, 19 and 20, on the first day of November, A. D. 1876.

Five bonds numbered 21, 22, 23, 24, and 25, on the first day of November, A. D. 1877.

Five bonds numbered 26, 27, 28, 29, and 30, on the first day of November, A. D. 1878.

Five bonds numbered 31, 32, 33, 34, and 35, on the first day of November, A. D. 1879.

Five bonds numbered 36, 37, 38, 39, and 40, on the first day of November, A. D. 1880.

Five bonds numbered 41, 42, 43, 44, and 45, on the first day of November, A. D. 1881.

Five bonds numbered 46, 47, 48, 49, and 50, on the first day of November, A. D. 1882.

Five bonds numbered 51, 52, 53, 54, and 55, on the first day of November, A. D. 1883.

Five bonds numbered 56, 57, 58, 59, and 60, on the first day of November, A. D. 1884.

Five bonds numbered 61, 62, 63, 64, and 65, on the first day of November, A. D. 1885.

Five bonds numbered 66, 67, 68, 69, and 70, on the first day of November, A. D. 1886.

Five bonds numbered 71, 72, 73, 74, and 75, on the first day of November, A. D. 1887.

Five bonds numbered 76, 77, 78, 79, and 80, on the first day of November, A. D. 1888.

Five bonds numbered 81, 82, 83, 84, and 85, on the first day of November, A. D. 1889.

Five bonds numbered 86, 87, 88, 89, and 90, on the first day of November, A. D. 1890.

Five bonds numbered 91, 92, 93, 94, and 95, on the first day of November, A. D. 1891.

Five bonds numbered 96, 97, 98, 99, and 100, on the first day of November, A. D. 1892.

In witness whereof the aforesaid parties of the first and second parts have caused these presents to be executed by their respective presidents and their respective corporate seals to be hereunto affixed the day and year first in this indenture written.

THE MONTCLAIR RAILWAY CO.,
[SEAL OF CO.] (Signed) By J. H. PRATT,
President.

THE NEW YORK AND OSWEGO MIDLAND RAILROAD COMPANY,
[SEAL OF CO.] By D. C. LITTLEJOHN,
President.

[Two 5-cent stamps, canceled.]

(Indorsed:) The Montclair Railway Co. and the New York and Oswego Midland Railroad Co., with Edward Cooper and Abram S. Hewitt. Agreement. Feb'y 10th, 1871. Copy.

Now there is another contract, dated the 24th of September, 1870.
(Plaintiffs produced the same.)
Q. (Handing same to witness). Look at that, Mr. Pratt.
A. Witness did so.
Q. Was that executed by you in behalf of the company?
A. Yes, sir.
Q. And executed by Cooper & Hewitt also?
A. Yes, sir.
Q. And those are their signatures
A. As far as I know.

Q. Are you acquainted with their handwriting?

A. I have seen it.

Counsel of defendants then read in evidence said last-named agreement (pro ut the same):

Articles of agreement made and concluded this twenty-fourth day of September, A. D. 1870, by and between the Montclair Railway Company of the first part, and Edward Cooper and Abram S. Hewitt, parties of the second part, witnesseth as follows:

The said parties of the second part hereby agree to furnish and deliver to the said party of the first part along the line of the Montclair Railway at the grade line thereof between Pompton and Greenwood Lake, in the county of Passaic and State of New Jersey, thirty thousand (30,000) railroad cross-ties, twenty thousand of said ties to be delivered on or before the first day of June, A. D. 1871, and the remaining ten thousand of said ties to be delivered on or before the first day of August, A. D. 1871, and to correspond with the following specifications: Said ties to be not less than eight feet in length, six inches in thickness and six inches in width on each face, to be hewed or sawed even and smooth on the face, and to be free from deep score tracks, and of sound thrifty chestnut or oak timber, and to be reasonably straight and to be hewed to an even thickness.

In consideration of the performance whereof by the said parties of the second part, the said party of the first part hereby promises and agrees that after the delivery of said ties in lots of one thousand each, he will cause the same to be inspected, and that for every tie accepted by him or his agent he will pay the said parties of the second part at and after the rate and price of fifty cents per tie.

In witness whereof the party of the first part has caused these presents to be signed by its president, and its corporate seal to be hereunto affixed, and the parties of the second part have hereunto set their hands and seals the day and year first above written.

(Signed) THE MONTCLAIR RAILWAY COMPANY,
[SEAL OF CO.] By J. H. PRATT, *President.*
(Signed) EDWARD COOPER. [L. S.]
ABRAM S. HEWITT. [L. S.]

[5-cent stamp, canceled.]

(Indorsed:) Articles of agreement. Montclair Railway Co. 1st party, Edward Cooper and Abram S. Hewitt 2d party. Dated September 24th, 1870.

Q. Now, Mr. Pratt, take these if you please. (Handing witness papers.) Were those contracts carried into execution?

176 A. The sale of the bonds were perfected, and the ties were delivered.

Q. Can you tell when the bonds were delivered to Cooper & Hewitt?

A. My recollection is that they were delivered from time to time as the work progressed.

Q. Did you have conversations with either of these gentlemen, or with both, on the subject at the time of the execution of these contracts and before?

A. I don't remember that I had a conversation with regard to the subject of these contracts with either of these gentlemen.

Q. Were you a party to the negotiations that led to the execution of these contracts?

A. Not personally.

Q. By whom were they conducted in behalf of the Montclair Railway Company?

A. By Judge Lowe.

Q. At the time of the execution of that contract of the 6th of September, that large one, what is the date of that—6th of September, is it not?

A. The 6th of September.

Q. 18——?

A. 1870.

Q. Did the company at that time have the bonds therein referred to?

177 A. I think they did; they certainly had some of them, & I think they had all.

Q. Was that contract then executed at the time it bears date?

A. Yes, sir; it must have been.

Q. The company then, you think, had some of the bonds in their possession as early as the 8th of September, 1870?

A. Yes, sir.

Q. From whom did the company get them?

A. The company received them from Mr. Fuller.

Q. What relation did Mr. Fuller bear to the company?

A. He was the contractor for the building of the road.

Q. Was he in the employ of the company otherwise than as contractor?

A. He may have done some other service for the company, & probably did, besides the contract.

Q. How did the company get them from Mr. Fuller?

A. There was some interchange. I think they gave him an equal amount in income bonds of the Montclair Railway.

Q. When did they give them to him?

178 A. They gave them to him—my recollection is that those bonds, income bonds, were really delivered to the commissioners of the township of Pompton, but that it was considered an advance made to Mr. Fuller at the time.

Q. They were delivered to the commissioners by whom?

A. I think that I delivered them.

Q. Then, on behalf of the company, you delivered them to the commissioners?

A. On behalf of the company & on behalf of Mr. Fuller.

Q. And they were considered as an advance made to him in advance of the execution of his contract?

A. Yes, sir.

Q. Did the company get possession of any of the bonds prior to the time when they made that exchange?

A. Prior to that occasion.

Q. Prior to the time they made the exchange with the commissioners?

A. No, sir.

Q. Were you present on that occasion?

A. Yes, sir.

Q. What was done then with the bonds of the township?

179 A. The township bonds were handed back by Mr. Fuller to the commissioners as collateral for the fulfillment of his agreement in the construction of the railway.

Q. Yes.

A. The commissioners agreeing to place them in escrow, as they did,

with the United States Trust Company, to be drawn out by Fuller as he progressed with the work.

Q. Upon what vouchers were they to be drawn out?

A. To be drawn out on the orders of the commissioners of Pompton Township, Mr. Ryerson, Mr. Blauvelt, & Mr. Board.

Q. Then, when they were drawn out what was done with them? How did the company get them?

A. They were delivered at the time or subsequently to Cooper & Hewitt.

Q. Well, how did the company get them?

A. Got them by consent of Mr. Fuller.

Q. Did the company actually receive them from the Trust Company, or did Fuller get them and hand them over to the company?

A. I think the order was given to Mr. Fuller, & some one sent from our office to get them on that order with Mr. Fuller's endorsement.

180 Q. And when did the company receive the first—can you tell?

A. No, sir; I cannot recollect.

Q. Mr. Ryerson testified the first ten were issued on the 15th of November, 1870; that is, the order was given for the first payment on the 15th of November, 1870.

A. Well, I presume he is correct.

Q. You observe, Mr. Pratt, that is after the day of the agreement?

A. Yes, sir.

Q. Are you still of the opinion, then, that at the time of the agreement you had the actual bonds in your possession?

A. No, sir. I should wish to correct that; I presume that Mr. Ryerson's record is better than simply my memory.

Q. Who conducted the negotiations with Mr. Cooper, or with Mr. Hewitt, or both, which led to the execution of this agreement?

A. I think Mr. Lowe conducted that negotiation.

Q. Were you present at any part of it?

A. I don't remember that I was.

Q. Did you have any conversation with Mr. Cooper or Mr. Hewitt at or before the execution of any of those contracts in regard to the

181 companies guaranteeing those bonds?

A. No, sir.

Q. Did you hear them say anything about it?

A. I don't recollect hearing anything.

Q. You said you sold those bonds to the Cooper Union or to Messrs. Cooper & Hewitt; you don't remember the particulars of that?

A. It was understood at our office that those were to go to the Cooper Union for some reasons Mr. Cooper had.

Q. You say that was understood at your office; how was that understanding derived—do you know?

A. No, sir; I could not say positively—it was understood.

Q. Well, did you get the understanding, as far as you had it, from either of the parties to the negotiation—Mr. Cooper or Mr. Hewitt or old Mr. Cooper?

A. No, sir; neither of them.

(Mr. Gummere objected to any understanding.)

Q. When was the arrangement by which the exchange of bonds took place effected; where did it take place?

182 A. In Paterson.

Q. At the Hamilton House?

A. Yes, sir.

Q. Was it the time at which a written agreement was entered into between Fuller & the commissioners?

A. There was an agreement, I remember, at that time.

Q. (Handing witness a paper.) Look at that paper; is that Mr. Fuller's handwriting—his signature?

A. Yes,sir.

Q. Do you recogize that as the agreement made at the time?

A. Yes, sir.

Q. Whose writing is that paper in?

A. Mason Loomis.

Q. What connection had he with the company?

A. He was in the employ of the company.

Q. How?

A. As an engineer.

Q. Did you meet there by appointment that day?

A. Yes, sir.

Q. Prior to the delivery of the bonds to Messrs. Cooper & Hewitt had you heard either of them say anything as to the validity of the bonds?

183 A. I had an interview with Mr. Hewitt.

(Mr. Gummere objected.)

WITNESS. I had an interview with Mr. Hewitt, my object being to get his consent to the issuing of the town bonds of Pompton; that is the only interview I had.

By Mr. GUMMERE:

Q. That was before the consent was signed?

A. Yes, sir; before it was fully sustained.

Mr. GUMMERE. Then I object to the question.

Objection sustained.

Mr. M. CARTER. I suppose the witness will state that Mr. Hewitt stated that he thought the bonds could not be legally issued.

The COURT. That I should rule would be of no importance
184 in the case; multitudes may have an opinion, but that would not make it the fact.

Further direct examination:

Q. Did you have any conversation with Mr. Cooper on the subject?

A. No, sir.

Q. You said Mr. Hewitt delivered the ties mentioned in that agreement; were they accepted by the company?

A. Many of them—most of them were.

Cross-examined:

Q. You say most of them were accepted, and a few of them rejected?

A. Yes, sir.

Defendant's counsel also called HENRY R. LOW, who, being sworn, testified as follows:

Q. Were you connected with the Montclair Railway Company?

A. I was, sir.

Q. In what capacity?

A. I was treasurer for two years.

Q. During what period?

185 A. It embraced the year 1870 &, I think, 1871—the whole of 1870 & a part of '71.

Q. Were you concerned in the negotiations with Cooper & Hewitt respecting these contracts which have been read?

A. I was, sir.

Q. Did you make the negotiations?
A. Yes, sir.
Q. You heard the contracts read?
A. Yes, sir.
Q. Who delivered the bonds under that contract to Mr. Hewitt or to Cooper & Hewitt?
A. I think I delivered them; I am not certain. Some one else of the company may have, but my recollection is that I delivered them.
Q. Have you any memoranda, or can you tell at what date they were delivered?
A. I cannot; they were delivered at some time after the making of the contract.
Q. Did the company have the bonds in their possession at the time of the making of the contract?
A. No, sir.
Q. Where were they at that time?
A. I don't know; I suppose in the Safe Deposit Company, or in the United States Trust Company rather.

186 Q. In the negotiations between you & Mr. Hewitt, with whom did the negotiations take place?

A. Almost entirely with Mr. Hewitt; I may have seen Mr. Cooper two or three times.
Q. In those negotiations did Mr. Hewitt know from anything that occurred in your knowledge where the bonds were at the time the contract was made?
A. I don't know that he did, sir.
Q. Was he informed as to where they were?
A. No, sir; not that I know of.
Q. Did he know what control the company had over the bonds?
A. I think he did not.
Q. You did not know the company had any control of the bonds?
A. I did not know what control; I supposed the company would have them after they were properly issued, when the work was done in the town. I did not know by what method they would obtain the control.
Q. Did you understand the bonds had not then been issued?
A. I understood they had been issued, but could not be delivered until certain work was done in the town.

Q. Between whom was that arrangement made?

187 A. Originally, I guess, between Mr. Pratt & the town commissioners.

Q. Well, how did the company get the bonds?
A. That I never knew, sir, except as stated by Mr. Pratt.
Q. Were you not cognizant of that?
A. I may have been, but I have no recollection of it now. My first recollection is that the company were to have the control.
Q. Did you talk with Mr. Hewitt on that subject?
A. No, sir.
Q. He took it on the faith that you were to get them in some way?
A. The substance of it was that I knew we were to have $100,000 worth of bonds from the town, & he supposed, of course, I could deliver them.
Q. You went to Hewitt to sell them?
A. Yes, sir.
Q. Was that the introduction of the negotiation between you & Hewitt?
A. I don't know exactly what was first done.

Q. How did it come that the subject of the purchase of the
188 bonds was associated in the contract with the subject of freights & the right of way & various other things?

A. I have no recollection of that at all, Mr. McCarter; and I was not aware until I saw the contract here to-day that they were in the same contract.

Q. Were you not aware they were made by the same negotiation?

A. I knew I had negotiations with Mr. Hewitt for the sale of the bonds for the right of way & freight, but I did not know they were in the same category.

Q. You don't know, then, how that came about?

A. No, sir; I don't remember. I knew, undoubtedly, at the time.

Q. (Handing witness paper.) Mr. Lowe, look at this contract of the 10th of February, 1871; the first contract being on the 6th of September, 1870; this one is the 10th of February, 1871. This is the one by which the two railroad companies guarantee the validity and payment of the bonds?

A. Yes, sir.

Q. This previous one—the one of the 6th of September—had already guaranteed the payment of principal and interest, and that guaranteed the validity. State how it came about that contract was made.

189 A. My recollection of it is thus: When I had had this talk with Mr. Hewitt about selling those bonds—that he was opposed to the issue of the bonds, and doubted the constitutionality of it—I said I thought the railroad company could guarantee they were valid and legal.

Q. Then it was part of the original negotiation that the railroad company should guarantee the validity of the bonds?

A. It became part of the negotiation before it was closed.

Q. And before the delivery to him?

A. Yes, sir.

Q. State what he said.

A. He said he had doubts about the constitutionality of it.

Q. Anything else?

A. And he thought it was all wrong in principle.

Q. Then, in the arrangement which you made for the sale of the bonds, do you remember whether Mr. Hewitt made it a condition that the purchase of the bonds should be attended with the favorable contract with regard to freight contained in that agreement?

190 A. I don't remember.

Q. What relation or what part did Fuller take in the getting of these bonds?

A. That I don't know, sir.

Q. Were you present at the transaction in Paterson, when they were exchanged?

A. No, sir.

Q. Who delivered to Fuller the income-bonds of the Montclair Railway Company?

A. Mr. Pratt.

Q. Were you cognizant of that at the time?

A. I was not. I say I was not—I don't think I was; I have no recollection of it; I suppose I was not.

Q. What was the amount of the issue of the income-bonds of the Montclair Railway Co.?

A. I think a million & a half dollars.

Q. Had they any other debts—the Montclair Railway Co.?

A. They had other debts as they went along. They had nothing then, at the time of the issue of these bonds, I think.

Q. Did they afterwards issue mortgage bonds?

A. Yes, sir.

Q. How many series?

191 A. They issued first mortgage bonds, and afterwards second-mortgage bonds?

Q. What amount?

A. First-mortgage, $1,800,000, & the second-mortgage bonds a little over $700,000—$700,000 or $750,000.

Q. Can you state the dates of their respective issues?

A. Not exactly.

The COURT. I don't want to interrupt or restrict the examination, but it does seem to me to be going very wide.

Mr. MCCARTER. I simply want to show the value of the income-bonds.

The COURT. If you think it is important, go on; but it certainly seems to have turned out that the income-bonds were good for nothing.

Q. What was the condition of the road in respect to construction at the time the income-bonds were issued?

A. Have you the date of the income-bonds, sir?

192 Q. I will find it in a moment, sir; they are dated from—the date printed in is 1868, that is, the 31st of October, 1868; the first receipt of the coupons is on the 1st of November, 1870; then there is a receipt in full for 6 months' interest May 4th, 1870. When these bonds were actually issued what state of construction was the road then in—what progress had been made in it?

A. It is a little difficult for me to remember the progress that had been made on it at that date. I think when the bonds were first authorized to be issued there was little done on the road. They were issued to prevent the township taking stock. My impression is there had been considerable done at the time you speak of, 4th of May, 1870—how much I could not tell.

Q. When was the road completed?

A. Well, it is not completed yet.

Q. When was it completed so that any considerable portion of it was in operation?

193 A. I should think it commenced running from down as far as Montclair down to Mead's Basin from Pompton in 1872, although my memory is not certain in regard to that; there was a very heavy cut at Kearney Hill, & it was not cut through there until lately.

Q. That is in Hudson Co.?

A. Yes, sir; near New York—Jersey City.

Q. Near Newark?

A. Yes, sir.

Q. When was that finished, do you know?

A. I should think two years later than it commenced at Mead's Basin.

Q. Did the road ever earn any income over & above its running expenses?

A. It would be difficult to tell; its running expenses and construction were so kept together that you could not tell. I should think if it was running in sections it could not have earned much, that is, up to the time the road was finished; what it earned after that I don't know. I was only treasurer for a couple of years.

Q. Do you know whether it had been sold under foreclosure or not?
A. Yes, sir; it had been sold under foreclosure.

And being cross examined, the witness said:

194 Q. Judge, you say that you, when this agreement was talked about, that you had no recollection of the negotiation for freights and right of way having been included in that paper?
A. No, sir; I had no such recollection.
Q. Didn't your negotiation for right of way long precede the execution of that paper?
A. Yes, sir; the negotiation for freight and right of way were some time before that paper was executed.
Q. Was or was it not some time before you negotiated for the sale of bonds?
A. Yes, sir; the right of was was the first thing.
Q. The right of way was given, and you made the contract for freight?
A. Yes, sir.
Q. Subsequently you went to Hewitt to sell the bonds, and you completed it, and then this agreement was made up?
A. Yes, sir; and it appears to be in one contract.
Q. Well, this doubt that Mr. Hewitt expressed of the constitutionality of the law, when was that?

195 A. That was when I was talking to him about the sale of the bonds, and I guess before that I heard him express that doubt several times about the constitutionality—his opposition to their issue.
Q. You have been asked questions bearing on the value of these income bonds; were any of the income bonds of this company sold to other persons than the township of Pompton?
A. Yes, sir.
Q. About that time?
A. Yes, sir.
Q. What did they bring?
A. I think they were sold at par; what were sold were subscribed for, most of them, by subscribers.
Q. At par?
A. Yes, sir.

By Mr. McCARTER:

Q. Issued on subscription?
A. Yes sir; I think so. Some were, perhaps, sold to outsiders.

Further cross examination:

Q. Those sold were paid for at par?
A. Yes, sir.

Q. Now another question. You say you delivered these bonds
196 to Cooper and Hewitt yourself; did they pay you for them?
A. Yes, sir; they paid me.
Q. How much?
A. Paid me par for them and some interest.

Redirect examination:

Q. What amount of income-bonds were sold by the company in addition to those put in the township of Pompton?
A. The township of Pompton had $100,000, and other townships took, I think, $300,000, and then there was sold for cash over half a million.
Q. What other township?

A. Montclair, Kearney, Woodside.

Q. Were those bonds delivered to those townships?

A. Yes, sir.

Q. On an arrangement similar to the one made with Pompton?

A. I know they were delivered; I don't know the particular arrangement.

Q. When you say, then, they were subscribed for and sold at par, you mean you got town bonds for them?

A. No, sir; there was over half a million subscribed for that we got cash for.

Q. Who subscribed for them?

197 A. Mr. King, Mr. Lambert, and the New York Midland R. R. took part of them.

Q. That was a kindred enterprise?

A. Yes, sir.

Q. Who was Mr. Lambert or Mr. Lambord; what's his name?

A. He was a gentleman living here. I guess he had an office in New York.

Q. Was he not connected with the New York and Oswego R. R. Co.?

A. No, sir.

Q. Or the Montclair road?

A. No, sir.

Q. How many did he get?

A. I could not tell.

Q. You say Mr. Hewitt paid for them; how did he pay for them?

A. Mr. Hewitt advanced money, I think, in the first place, before he got the bonds, and took notes of the company for collateral before he got the bonds, and had at one time, I think, as high as $30,000, and as he got the bonds he cancelled those notes.

Q. Made before or after the agreement was signed?

A. They were after the agreement was signed, I think; after

198 it was made, anyhow.

Q. How long did the negotiations for the bonds precede the execution of the contract?

A. I could not tell.

Q. Could you tell how long the negotiations for the right of way and freight preceded the execution of the contract?

A. The negotiation for the right of way was about the first thing I had to do with Mr. Hewitt, and I think that preceded it for a year at any rate, maybe longer.

Q. How in regard to the freight?

A. That came up very soon after.

Q. What consideration did Mr. Hewitt give the company for the freight?

A. He gave us the right of way over 5 or 6 miles of land.

Q. But that was after the right of way was talked about?

A. No, sir; about the same time I said we talked of the right of way and agreed before the selling of the bonds; when I talked about the right of way he said he was ready to give it on certain conditions,

199 one of which was this freight; he wanted to do a large ice business in addition to his iron business.

Q. He was carrying on a large iron business at Ringwood?

A. Well, he had old furnaces there, but said he would build new ones and expected to do a large business, and also to do a large ice business. He went to work afterwards and put up new furnaces, one or two, I don't know which, but one certainly.

Defendant's counsel recalled HENRY R. LOWE for further direct examination.

Q. When was the arrangement between the railway company and Cooper and Hewitt with reference to the purchase of the bonds, the freight contract, and the right of way finally concluded upon on agreement?

A. It was finally put in form and put in writing in the way you have read.

Q. But when did it become a bargain—when before that?

(Mr. Gummere objected.)

The COURT. I think that is assuming what is not proved. It is
200 assumed because a bargain so far as it is an arrangement with regard to the right of way and freight, but it is not in evidence, if I have understood the evidence, that that was a distinct bargain from the sale of bonds.

Mr. GUMMERE. My objection is this: Here is a written contract which speaks for itself; it is offered in evidence by my learned friend and it speaks for itself.

The COURT. Undoubtedly the verbal arrangement between the parties, whatever it may have been, was merged in the written contract afterwards.

Mr. MCCARTER. I thought yesterday the witness gave a different impression, but if counsel are willing for it to stand so, I am willing.

The COURT. I must take this opportunity to say that, as at present advised, I do not see, and cannot see, what possible bearing this
201 evidence has upon the case. I may be instructed hereafter, and hope I shall. I will, therefore, allow the question to be put.

Q. When was the agreement—the details of the agreement which was reduced in writing—finally agreed on?

A. It was, I think, some months from the time the first negotiations were commenced between Mr. Hewitt and myself. The question of the freight arrangement was something that I could not understand, and I referred to Mr. Littlejohn, who was the president of the Oswego road. We had to wait until he came down and had a conference with Mr. Hewitt; then these details with reference to the freight rates were settled and put in writing. I should think it was some months after I had the agreement with him about the right of way before this agreement was consummated which you have produced in evidence.

Q. Was the agreement finally consummated between the parties until all these three subject matters had been agreed upon?

202 A. No; there was no final consummation of the bargain until the agreement you have produced in evidence—it was not signed and put in writing.

Defendant's counsel also called WILLIAM C. MCDOWELL, who, being sworn, testified as follows:

Mr. McDowell, have you been connected with the Montclair Railway Company?

A. No, sir; only with its bondholders—its mortgage bondholders in the foreclosure of the mortgage—never with the Montclair Railway Company as a corporation.

Q. What connection have you had with the work?

A. I was secretary of the committee of the first mortgage bondholders that had charge of the foreclosure of the road.

Q. Did you become acquainted with the affairs of the road in that capacity?

A. I did.

Q. Do you know—can you tell whether at the time you became
203 connected with it there was an open account between Mr. Hewitt or Cooper and Hewitt and the Montclair Railway Company in respect to the price of these bonds?

(Mr. Gummere objected as incompetent.)

The COURT. When did he become acquainted?

Mr. MCCARTER. I don't know the exact time.

The COURT. Ask him when he became acquainted.

Q. When did you become acquainted with the company or with its affairs?

A. After the failure of the Montclair Railway Company; I think about six months.

Q. Well, the date of when you took charge of what you had to do with it?

By the COURT:

Q. Was it after 1870?

A. Yes, sir.

Now your question, Mr. McCarter—repeat it again.

204 Further direct examination:

Q. Now at the time your connection with the road commenced was there an open and unsettled account between Mr. Hewitt and the company in regard to the price of these bonds?

A. No, sir. Not to my knowledge.

The COURT The question is answered, but as at present advised I would not have permitted the answer.

Mr. MCCARTER. The expectation is to prove by this witness that the bonds were never been paid for.

Q. Have you the books of the company here?

A. I have.

Q. Had the affairs of the company been managed by Mr. Hewett before you took possession?

A. Not before.

Q. Or during the time?

A. After I became familiar with them they passed into Mr. Hewitt's hands as trustee.

205 Q. Did he have charge of the books of the company at that time or any control over them?

A. He did during that time, partly.

Q. Was there an account between Cooper and Hewitt and the company with respect to these bonds?

A. There was an account between Cooper & Hewitt and the company, but I don't know with respect to these bonds.

Not cross-examined.

Defendant's counsel also called Abram S. Hewitt, who testified as follows:

Q. Mr. Hewitt, are you one of the trustees of the Cooper Union trustees in this case?

A. Yes, sir.

Q. How long have you been?

A. From the foundation of the Cooper Union. I was appointed trustee 17 years ago, I think it is.

Q. (Handing witness a paper.) Look at this paper, Mr. Hewitt?

A. (Witness did so.)

206 Q. Does that paper show the manner in which the Union became the owner of these bonds?

A. Yes, sir.

Thereupon the defendant's counsel offered and read in evidence a paper, being a letter from Peter Cooper, dated February 12, 1871. (pro ut the same.)

[Cooper Union for the Advancement of Science and Art. Incorporated 1857. Peter Cooper, president; Daniel F. Tiemann; John E. Parsons; Wilson G. Hunt, treasurer; Edward Cooper; Abram S. Hewitt, secretary.]

NEW YORK, *February 12th*, 1871.

To the trustees of the Cooper Union for the Advancement of Science and Art:

GENTLEMEN: Having this day completed my eightieth year, I am admonished of the uncertainty of life, and of the propriety of doing what I can, while I have health, to promote the substantial welfare of this institution.

To accomplish this purpose, I have set apart, and hereby give to the trustees of the Cooper Union, the sum of one hundred thousand dollars, in the bonds of the township of Pompton, in the State of New Jersey, guaranteed by the New York and Oswego Midland R. R. Co. and by the Montclair Railway Company. These bonds will be delivered to you during the present year by Cooper, Hewitt and Co., and will bear interest from the first of January, 1871, at the rate of seven per cent. per annum, payable semi-annually on the first of May and November.

The trustees are hereby requested to keep the said fund securely invested forever, and to use one-half of the interest arising therefrom for the formation of a reference library, and when it shall be deemed expedient of a lending library, for the use of all classes of workingmen and women and mechanics of this city.

The other half of the interest arising from this fund may be used for any purpose which in the judgment of the trustees will more effectually promote the highest good of the institution.

I hereby further authorize the trustees of the Cooper Union to draw on me, or in the event of my death upon Cooper, Hewitt and Co., with whom I have deposited the money for this purpose, for the further sum of fifty thousand dollars, as soon as they can wisely use this amount in the foundation and arrangement of this library.

Very respectfully, your friend,

PETER COOPER.

FEBRUARY 10TH, 1877.

I hereby certify that this is a true copy of an extract from the minutes of a meeting of the board of trustees of the Cooper Union held March 6th, 1871.

L. C. L. JORDAN, *Clerk.*

(Indorsed:) Copy of Peter Cooper's letter donating bonds, dated New York, Feb'y 12th, 1871.

bonds, the exchange, I felt outraged and so did everybody else in the township.

Q. No matter about that.

A. I probably remarked to Mr. Hewitt that I thought it was an outrage to have the bonds of the township given in exchange for income bonds which I knew to be worthless.

Q. What did Mr. Hewitt say?

A. I don't know if he said anything.

Q. Did you have any conversation afterwards or before that with Mr. John E. Parsons about it?

A. I had a conversation, but I cannot again say whether it was after or before; it was a good many years ago.

Q. On the subject of these bonds?

A. On the subject of these bonds.

Q. Who introduced the conversation?

A. Mr. Parsons did.

Q. What was the conversation?

213 A. About the validity or constitutionality of the bonds.

Q. Just tell us what it was, how it came about?

A. Mr. Parsons knew, he acted as though he knew I was a resident of Pompton township, and the question came up about these township bonds; he asked me whether I enquired into these bonds. I told him yes, I made some little investigation about it and that I did not think the bonds were constitutional; he thought so too at the time.

Q. Did you give him any other information about it as to the action of the commissioners?

A. Yes, sir.

Q. What did you tell him?

A. Just what I have stated here, that was as far as I was informed; other men residing in that township that signed that consent—that is, that I had seen of them, thought it was for first-mortgage bonds when they signed the consent; no one dreamed of such a thing as (interrupted)

214 Q. I am speaking of what you told Mr. Parsons.

A. I say that—that I thought it was a fraud practised upon the township and the me' who signed it. I know it was my own idea, and I heard others say so.

Q. Can you tell us when this conversation with Mr. Parsons was?

A. I cannot tell you within six months.

Q. You say you signed this consent?

A. Yes, sir.

Q. Were you the owner of any property in Pompton township?

The COURT. Stop a moment. I shall not allow you to go into that.

Mr. MCCARTER. I should like to suggest to the court that the point of view in which this is offered—it is that the assessor's affidavit is not in compliance with the act.

215 The COURT. Yes; I shall not allow that defence—to prove that two-thirds of the owners of property did not sign the consents to issue the township bonds.

Mr. MCCARTER. I have several other witnesses here on that point, and the court will allow me an exception by which I shall have as full benefit as if I had called them all.

And thereupon defendants' counsel offered to show and give in evidence that in fact the consent and request of two-thirds of the land-owners of the township to the issuing of the bonds as required by the act was not obtained, and that two-thirds of them did not sign the written consent. And

thereupon the court overruled the evidence so offered, and refused
216 to permit any such evidence to be given to the jury; to which ruling of the court the defendants' counsel prayed an exception, and that his said exception might be sealed, and it is sealed accordingly.

Defendants' counsel also recalled ABRAM S. HEWITT, who further testified:

Q. Mr. Hewitt, is John E. Parsons connected with the Cooper Union?
A. Yes, sir; he is a trustee.
Q. How long has he been such?
A. From the foundation.
Q. He was at the time the Union became the owners of these bonds, of course?
A. Yes, sir.
Q. When did you actually obtain the possession of these bonds?
A. If you will allow me to refer to memoranda I can tell you
217 the exact date.
Q. Certainly, sir.
A. On the 6th of February, ten bonds.
Q. February?
A. February, 1871.

By the COURT:

Q. I did not hear that?
A. 6th of February, 10 bonds.
Q. Is that the time you acquired possession?
A. He asked me when we acquired possession of these bonds. I say that on the 6th of February, 1871, we got ten bonds.
Q. Proceed, sir.
A. On the 1st of May, 1871, twenty bonds; on the 25th of May, 1871, thirty; on May 31st, 1871, ten, and on the same day, ten more bonds; on the 28th of July, 20 bonds; that makes the 100.
Q. The third issue was thirty, you say?
A. Yes, sir; the third was thirty bonds.
Q. How did you pay for those bonds, Mr. Hewitt?
218 A. In some cases the actual check was given; in other cases when we had loaned the company money in advance and taken their notes, we paid for them by returning the notes.
Q. How much in check and how much in note?
A. According to my recollection, the loan—I remember perfectly well there was one loan amounting to $50,000; that is to say, two loans, one of $20,000, the other of $30,000, I think, but the aggregate was $50,000, that I remember. The cash transactions, February 6th, was by check, I think, though there might have been a loan then outstanding, for they were very much in the habit of coming in and borrowing money from us. I don't remember when it was money and when a note, but whenever notes were returned it was for money previously loaned.
Q. Have you any recollection of how much was paid by settling
219 previous loans and how much was paid at the time of delivery by cash?
A. Only by referring to the books of Cooper and Hewitt, which I have not here.
Q. Fifty thousand dollars at least was loaned?
A. Yes, sir; previously made to the treasurer of the company in securities, and when they brought us the bonds we returned the securities.

Q. Other securities?

A. Yes, sir; other securities, not those.

Q. How much did you pay them in cash?

A. If you mean the actual cash I say I cannot answer; if you mean how much cash was paid them in the aggregate I say $100,000.

Q. No, I want to know how much you paid them in cash or checks—which in your case would be the same as cash, I suppose—on the receipt of the bonds.

220 A. I believe there are checks here which will show. I will hunt them up and see. (Witness examined some papers.) I have the following checks; I will give you the dates of them: On the 12th of September, 1870, we gave the Montclair Railway Company or the treasurer a check for $30,000, and that check, that loan, was repaid to us on the 25th of May by 30 Pompton bonds; at the time it was made it was a loan.

By the COURT:

Q. What is the date it was returned?

A. Loan made September 12th, and the bonds delivered to us in payment on the 25th of May following. September 12, 1870, the loan made. The bonds were given to us on the 25th of May, 1871.

Q. The note you took for the $30,000 on the memorandum you took for and the collateral were given up?

A. Were given up.

221 Further direct examination:

Q. Yes, sir; go on.

A. Then on the first day of November there are two checks.

Q. What year?

A. 1870; two checks each for $10,000, making $20,000 in all; both bear date the same day. That loan was repaid on the 1st of May by twenty Pompton bonds, and we surrendered the note and the collateral, whatever it may have been. Then on the 31st of May, 1871, we made a check for $10,000 to the Montclair Railway Company; that is the ten bonds mentioned as received that day. Then on the 28th of July there is a check for $20,337.53; that is for twenty bonds and accrued interest from the 1st of May upon ten bonds.

By the COURT:

Q. $20,337.53?

A. Yes, sir; 20,337.53 for twenty bonds and accrued interest on the same.

222 Further direct examination:

Q. Yes.

A. Those appear to be all the checks that were ever given in payment. You introduced in evidence yesterday a contract for ties; 30,000 ties at 50 cents apiece, which amounts to $15,000. In the settlement for the bonds the $15,000 due us was used in payment for $15,000 worth of the bonds; then, subsequently, after the 30,000 had been delivered, an arrangement was made with the treasurer, Judge Low, for an additional quantity of ties and fence-posts, the ties being any quantity we might deliver up to 10,000, and the fence-posts that might be got out in the course of producing these ties. The fence-posts were sold at 20 cents apiece, and upon that we delivered rather over $11,000 of ties and fence-posts, and that left a balance in our favor which has never been collected to this day, but the $15,000 was credited in the payment for the bonds.

223 Q. When were those ties and fence-posts furnished?

A. They were furnished—the contract was made after the contract for the purchase of these bonds, and were all delivered in the course of the next year; within twelve months, I think. They were all delivered, I think, before the final delivery of bonds; in fact, I know they were. I could fix the date of some of the deliveries if you want that.

Q. You say before the bonds were delivered?

A. Yes, sir.

Q. I don't care about the date.

A. Yes, sir.

Q. Before you made the contract for the purchase of these bonds, did you make any examination about them?

A. Of the bonds themselves?

Q. No; not of the bonds themselves, but with regard to their regularity, constitutionality, and validity?

A. Yes, sir.

224 Q. What?

A. I personally read the law carefully to see what was required, and I ascertained, as I supposed I ascertained, that the terms of the law had been complied with as to the issue of bonds.

Q. How did you ascertain that?

A. I ascertained that by enquiring as to whether the bonds had been duly registered.

Q. Where did you make that enquiry?

A. In the county clerk's office.

Q. Did you go personally?

A. No; I think I sent somebody to ascertain, and I did ascertain that they had been registered.

Q. Yes?

A. And I think had been countersigned by the county clerk, and that the consent had been filed and verified.

Q. You took pains to ascertain that?

A. Yes, sir.

Q. Did you see to that yourself or did the person you employed?

225 A. No; I think I sent to the county clerk's office at Paterson.

Q. Who did you send?

A. I think Phillip.

Q. Did he report that he had seen this?

A. If I sent him he reported it.

Q. Well, did whoever you sent?

A. Yes, sir; whoever I sent reported in that way. I wish to say that with reference to persons I have to speak guardedly, for I have many things to do and I am not always certain about the person.

Q. Did you consult Mr. Tilden about it?

A. Yes; not as to these bonds, but originally when the written consents were being got and the question was agitated as to whether the bonds could be issued, I had a conversation with him; it was not a judicial opinion but a conversation. I told him I thought it could hardly be considered constitutional that a town could issue bonds. I

226 myself have always been against it. He said *their* could be no question about the fact that the town could acquire the right to issue bonds, but whether they had done it in New Jersey, he could not say. I told him what I knew of the constitution of New Jersey generally, and upon my statement to him he said he thought they had the

right. My idea was to legally resist this issue if I could find grounds to do it, but I never could find good grounds.

Q. Did you rely upon what Mr. Tilden told you as to the constitutionality?

A. Upon my own judgment and upon that.

Q. You gave up your objection?

A. Yes, sir.

Q. How long was that before the contract?

A. It must have been a year or certainly some months before the contract.

Q. At the time you made that contract of the 6th of September where were the bonds?

227 A. That is more than I can tell you.

Q. Were you informed?

A. I was not.

Q. Did you enquire?

A. I did not.

Q. Did you make any enquiries as to how the railroad company came to be the owners of those bonds?

A. I did not.

Q. You agreed to buy of them?

A. I did.

Q. You made no enquiry on the subject whatever?

A. None whatever.

Q. Did you enquire why they did not deliver the bonds at once?

A. No. The contract did not require the immediate delivery of the bonds.

Q. Did you know at the time in what position the bonds actually were?

A. I did not.

Q. When did you first see the bonds themselves, or any of them?

228 A. On the 6th day of February, when the first delivery was made.

Q. You had previous to that advanced considerable amounts to the company on the collaterals which you obtained?

A. Certainly; on other collaterals, not these bonds.

Q. Then the advances you made to the company was not on the faith of buying those bonds?

A. No, sir; it was loans.

Q. Did it have any reference to the repayment by these bonds?

A. Not the slightest, but I may add that I used the sum appropriated to buy these bonds to make these loans. I did that because I wanted to keep the money in hand ready for them.

Q. What collaterals did you have for the loans?

A. I cannot remember what the collaterals were at all. Probably Judge Low, who made the loan, can tell. He is here.

Q. Were not the collaterals which you received for those loans bonds of the township of Pompton?

229 A. They certainly were not.

Q. Bonds of the Montclair Railway Company?

A. That I cannot answer. They may have been. If they had been bonds of the town, I should certainly have paid for them. We had the money.

Q. On the 6th of February, you say. Just repeat, if you please, Mr. Hewit, what that transaction was.

A. The 6th of February.

Q. 1871?

A. The 6th of February seems to be the payment of money, I believe. Let me see. That was a payment by $10,000 for 20,000 ties. We delivered to them 20,000 ties, and they paid us $10,000. We credited us in the account $10,000, and we used the $10,000 to get the ten bonds.

Q. Were the bonds delivered to you at that time?

A. They were.

Q. Were they then guaranteed?

A. Had they then been guaranteed?

Q. Yes.

230 A. I don't remember. You have the date of the contract there.

Q. The date of the contract to buy was the 6th of September?

A. No, but you have the contract to guarantee.

Q. I suppose you mean by the railroad companies?

A. Yes.

Q. The date of the contract to guarantee I have here. It is the 10th of February.

A. I don't remember whether they were guaranteed or not. There was some delay about the contract to guarantee, because Mr. Littlejohn, the gentleman who executed it, was not promptly in New York. I only know they were delayed some time in delivering the papers.

Q. Have you the receipt that Cooper & Hewitt gave on the 6th of February, 1871?

A. Sixth of February. Here is the receipt. (Witness produced said receipt.) "Received, New York, Feb'y 6th, 1871, from the Montclair Railway Company, ten thousand dollars in bonds of the town-
231 ship of Pompton, which were guaranteed," &c. (Witness read same.) Signed Cooper, Hewitt & Co.

(Copies.)

NEW YORK, *February* 6, 1871.

Received from the Montclair Railway Company ten thousand dollars on a/c contract.

$10,000. (Signed) H. A. FULLER.

(On the margin:) 20,000 ties from C. H. & Co., 50 c., p'd for by the M. R. Co.

Received New York, Feb'y 6, 1871, from the Montclair Railway Company, ten thousand dollars in bonds of the township of Pompton, which when guaranteed by the New York & Oswego Midland R. R. Co., the New Jersey Midland R. R. Co., and the Montclair Railway Co., will be in full for twenty thousand railroad ties, subject to inspection as per contract.

(Signed) COOPER, HEWITT & CO.

Nos. 81, 90.

NEW YORK, *May* 31*st*, 1871.

Received from the Montclair Railway Co. ten thousand dollars on a/c contract.

$10,000. (Signed) H. A. FULLER.

(On the margin:) Cooper, Hewitt & Co

NEW YORK, *May* 31*st*, 1871.

Rec'd from the Montclair Railway Company ten thousand dollars on a/c.

$10,000. (Signed) COOPER & HEWITT.

(Copy.)

NEW YORK, *October* 31*st*, 1870.

$20,000.

On demand we jointly and severally promise to pay to Cooper, Hewitt & Co. or order twenty thousand dollars for value received with interest at the rate of seven per cent. per annum, having deposited with them as collateral security, with authority to sell the same at the broker's board, or at public or private sale, at their option, on the non-performance of this promise, and without notice, thirty bonds of one thousand dollars each of the Montclair Railway Company numbered from two hundred and twenty-one to two hundred and fifty inclusive.

(Signed) THE MONTCLAIR RAILWAY CO.,
By J. H. PRATT, *Pres't.*

[Stamp.]

(Signed) THE NEW YORK & OSWEGO MIDLAND RAILWAY CO.
By H. R. LOW, *Att'y.*

[Stamp.]

(Across the face of the note in red:) Paid.
(Across the face of the signatures in red:) Paid March 2, '71.

(Copy.)

NEW YORK, *Sept.* 12, 1870.

$30,000.

On demand we jointly and severally promise to pay to Cooper, Hewitt & Co. or order thirty thousand dollars for value received, with interest at the rate of seven per cent. per annum, having deposited with them as collateral security, with authority to sell the same at the broker's board or at public or private sale, at their option, on the non-performance of this promise, and without notice, fifty bonds of one thousand dollars each of the Montclair Railway Company, numbered from one to fifty inclusive.

(Signed) THE NEW YORK & OSWEGO MIDLAND RAILROAD CO.,
[SEAL.] D. L. LITTLEJOHN, *President.*
(Signed) THE MONTCLAIR RAILWAY CO.,
[SEAL.] H. R. LOW, *Treasurer.*

(Across the face of the note in red:) Paid March 24, '71.
(Across the face of the signatures in red:) Paid.

[5.00 stamp.]

Rec'd New York, Ap'l 10, '76, from W. O. McDowell, esq., the six papers, of which the foregoing is a copy.

COOPER, HEWITT & CO.
B.

(Indorsed:) Containing a rec'pt signed by Cooper, Hewitt & Co., Feb'y 6th, 1871, for town bonds.

Q. That is the receipt for the first issue to you?

A. That is the first issue.

Q. Then the 20th of May, what was that?

A. I could now inform you what the collateral was on these loans, for I see notes are in this package; you can have that information if you please.

Q. Those are the actual notes which the Montclair Railway Company gave you?

A. Yes, sir.

Q. I have copies of them here.

A. Well, I had not seen them, so I did not know.

Q. This is a note of October 31st, 1870?

A. Yes, sir.

Q. And that is one of the notes for which these loans were made?

A. Yes, sir.

Q. Did you deliver the ties called for by your contract?

A. We did.

232 Q. Were they inspected?

A. Yes, they were inspected and used. There was about—I will have to look at the tie account to see what are classed as "seconds"; (witness referred to a paper.) I can give you the gross amount, and then will tell you the others in a moment. We delivered 39,324 ties, 3,552 fence posts on the line of the road, and there was a very large number of them that were never taken to the line of the road, and they lay in the woods and rotted away, I am sorry to say; but they were never charged in the account. Then we built for them 5,080 feet of railroad fence. Here is the exact account taken from the books, (witness produced paper,) and I will correct these, as they differ a little, though very slightly; 39,913 is the gross number, of 36,299 were accepted as first class and 3,614 were regarded as second class, which they agreed to take from us at 35 cents apiece—the second class. Then the fence; I have given the fence correctly. Then, in addition to this, there

233 *there* was 1,000 ties that were not counted in the above. They were delivered in a place called Johnson's field, and for which we never appear to have rendered any bill or got any pay at all.

Q. You say you never got any pay. Was there not a freight account running against you in the books of the company?

A. Oh, yes. Always doing that business; but, as far as I remember, there was no confusion of freight and this business.

Q. Didn't these accounts of ties and freight run against each other?

A. Not in our books; no, sir: there was no connection made between them at all. I don't know how about the company's books. I have not examined them.

Q. Mr. Hewitt, did you have access to or control of the book of the Montclair Railway Company after this transaction?

A. Yes, sir; after the receivers of the Montclair Railway Com-

234 pany sold their property I became the purchaser of all their property, books of account, assets, and other things, and among other things the books of the company came into my possession.

Q. Was there not on these accounts a balance apparently against you for rejected ties?

A. No, not for rejected ties. There was a balance against us marked "ties," but not "rejected ties.

Q. (Showing witness a book.) Look at that.

A. This amount "overpaid A. S. Hewitt, May 31st, on ties, $," I know nothing about.

Q. You know nothing about it?
A. I do not.
Q. Is that carried to you?
A. Yes, sir.
Q. And marked "cancelled" by you?
A. Yes, sir; after I became the owner of the books, and before I delivered them to the new company, I cancelled those accounts, in order that they might never appear again in any shape or form.
Q. You don't know, you say, what that balance arose out of?
235 A. I do not. I only know that we delivered to them $20,844 $\frac{80}{100}$ worth of ties, first class, second class; fence posts, and fence; and in addition to that there were about 1,000 ties that were never charged to them. I cannot give the exact number. I only meant you to have the fact that I have no knowledge of that account on that book beyond the fact that I marked it cancelled when they became my property.
Q. When did you buy the property?
A. At the receiver's sale.
Q. When was that?
A. At Newark. I should say it was some time in the year 1875; but Mr. McDowell can give more information on that than I can; '75 or '74, I cannot say which.
Q. The receipt you gave to the company?
A. Do you want that receipt?
Q. Well, I want to look at it one moment.
A. (Witness handed same to counsel.)
Q. Had all the ties mentioned in that receipt been inspected at
236 the time the receipt was given?
A. That I cannot say.
Q. In whose handwriting?
A. Mine. It says, "subject to inspection," but they were subsequently inspected, for I saw the engineer's certificate for over 35,000 myself.

Cross-examined:

Q. You gave these bonds to Mr. Peter Cooper or sold them to him, or how did he get them?
A. I sold them to him.
Q. How much did he give you for them?
A. $100,000.

Redirect examination:

Q. You sold them to him for the purpose of giving them to the Cooper Union?
A. No, sir; we sold them to him and he gave them to the Cooper Union. There was no time that he could not get them if he
237 wanted to. I meant to say, to be perfectly frank that I thought he would give them.
Q. You knew it at the time, didn't you.
A. We had talked of it in conversation; he told me he was going to give $100,000 to the Cooper Union, and these were mentioned as good securities.
Q. Did he deliver them to the Cooper Union?
A. No, sir; not personally.
Q. Were they ever in his hands?
A. No, sir; a great many of his securities were in the banks of Cooper & Hewitt.

Q. How many were delivered at the time that letter was written by Peter Cooper?

A. Only ten; they were all contracted for, however.

Q. Then, at the time you say Mr. Cooper bought them, you did not own them?

A. If you mean to say I had not paid for them.

Q. Well, you had not received them?

A. I had contracted to buy them.

238 Q. You did not know they were in existence?

A. I presumed they were and had no doubt of it.

Q. You had not seen them?

A. I had not seen them and did not know where they were, but I presumed they existed.

Q. Did you know the railway company had control of them so that they could sell them?

A. No more than that I had contracted to buy them.

Q. That was the condition that Mr. Cooper bought them in then?

A. Yes, sir; ten had been delivered.

Q. When were those ten delivered to the Cooper Union?

A. Not until after his gift; the gift was accepted on the fourth day of March following the letter. Then as secretary of the Cooper Union I had possession of them individually, and I took possession of them as secretary. As I got them I put them into packages and marked them "The property of the Cooper Union," and I believe the

239 package is so marked now. They really never went out of my possession. Here is the endorsement *open* them (witness read the same). My habit is, with regard to securities, always on the day I get them to put them where they belong and leave them there; I could not keep track of things if I did not do it that way.

By the COURT:

Q. Mr. Hewitt, Mr. Gummere asked you a question a short time ago which I did not hear, or hear you answer it; it had reference, as far as I could understand it, to Mr. Cooper's purchase and payment?

A. Mr. Gummere asked me whether Mr. Cooper paid for those bonds; I replied that he paid $100,000 for them.

Q. Paid to whom?

A. Cooper & Hewitt.

Q. After you had purchased?

A. Yes, sir.

240 Further direct examination:

Q. When did they pay it?

A. On the 31st day of December, 1870; the money was in Cooper & Hewitt's possession.

Q. Then why did he pay for them to you before you had any of them?

A. He paid us $100,000 in money, or directed $100,000 in money to be appropriated to the Cooper Union on the 31st of December, 1870.

Q. Was that specific appropriation for the purchase of these bonds?

A. No, sir; for the benefit of the Cooper Union; the purchase of the bonds had not yet been made by Mr. Cooper.

Q. When was that money appropriated to purchase the bonds?

A. That money was placed on the books of Cooper & Hewitt to the credit of the Cooper Union, for Mr. Cooper had not yet given it to the Union; he said that at his 80th birthday he intended to give $100,000 to the Cooper Union. We had the money in our possession previous to that.

241 Q. Previous to any advance you made to the railway company?

A. We have had it for 25 years, large amounts of money. We had a large amount of money belonging to Mr. Cooper in our possession for a long time; he is in the habit of directing the appropriation of that money, and on the 31st of December he directed the payment of $100,000 to the Cooper Union.

Q. That was before you made the purchase of bonds?

A. Yes, sir.

Q. You used that money for that purpose?

A. Yes, sir; that was the money. I kept the money on hand to the credit of the Cooper Union and charged the Cooper Union with the payments as we made them.

Q. Then as you made the payments on account of the bonds you charged it against the Cooper Union?

A. Against this appropriation.

Q. The purchase was really for the Cooper Union?

A. No, sir; in this sense only, that Mr. Cooper informed me
242 that he was going on his 80th birthday to make a present of $100,000, and he directed us on the 31st day of December to pass that amount of money to the Cooper Union, and I did so; then Mr. Cooper subsequent to that, and before his actual gift, agreed to take the bonds of the township of Pompton with the money which he had appropriated to the Cooper Union and give the bonds in lieu of money to the Cooper Union.

Q. But you did not pay the money to the company in all; you paid partly in railway ties?

A. I had delivered ties to them before that, and instead of taking their check I took it on that account.

Q. The Cooper Union were not interested in these ties?

A. Not in any way; the gift was not made then.

By the COURT:

Q. After the money was placed to the credit of the Cooper Union, was it still under Mr. Cooper's control?

A. Perfectly; he could have revoked it?

243 Q. At that time the Cooper Union had not accepted it.

A. They had no notice of it except from the accident of my being a trustee and secretary, and had this conversation with him.

Q. Did Mr. Cooper subsequently direct that money to be appropriated to the purchase of those bonds?

A. Yes, sir; subsequently to that Mr. Cooper directed this money should be appropriated to the purchase of these bonds.

Further direct examination:

Mr. Cooper knew when he redirected that you had made a contract for them?

A. Yes, sir; I explained to him that we had made a contract for the purchase; the letter says they will be delivered, so he knew we had not got them yet.

Q. Then, as I understand you, when the bonds were delivered the money was charged to the Cooper Union?

A. Yes, charged to this appropriation.

244 Q. The appropriation had been on the 31st of December credited to the Cooper Union?

A. Yes, sir.

Q. But that was revokable?

A. Perfectly.

By the COURT:

Q. Until the acceptance?

A. Until the letter of Mr. Cooper in February.

Q. And the acceptance?

A. Yes, which took place on the 4th of March.

Further direct examination:

Q. It didn't take all that time to find out whether they would take that gift?

A. They had had no meeting before that; the explanation of its being made on the 12th of February was that his birthday was on the 12th; we accepted the gift at our first meeting, the 4th of March; we have since drawn the $50,000 that is mentioned in the letter.

245 Defendant's counsel also called HENRY C. SPAULDING, who, being sworn, testified as follows:

Q. Mr. Spaulding, were you connected with the Montclair Railway Company?

A. Yes.

Q. During what period?

A. As long as there was any company.

Q. In what capacity?

A. As a director.

Q. When was the company organized?

A. 1868, I think, was the date of the organization.

Q. Did you have any other position in the company than that of director?

A. I was one of the original incorporators; also a member of the executive committee, and as an outdoor superintendent of the business.

Q. Did the company become possessed of these bonds of the town of Pompton?

A. Yes, sir.

Q. Were you cognizant of the circumstances which led to their possession by the company?

A. Yes.

246 Q. State how the company acquired them.

A. I should prefer to have the question asked in a different form so that I shall not be obliged to give a narrative, because the questions sometimes refresh the memory with regard to details.

Q. Were you present at an interview held at the Hamilton House, at Paterson?

A. Yes, sir.

Q. When Mr. Pratt, Mr. Fuller, and Martin John Ryerson were there?

A. Yes, sir.

Q. Did you hear the testimony of Mr. Ryerson?

A. Yes, sir.

Q. Were you present at that interview?

A. I was.

Q. State what occurred there; what transaction took place; give your version of it.

A. Mr. H. A. Fuller purchased from the commissioners the bonds of the township which were there signed and sealed on behalf of the township by the commissioners; he gave his check for $100,000 on a

247 bank in New York to the commissioners at that time.

Q. Well?

A. Have I not answered the question?
Q. I think not.
A. What else is there?
Q. I asked you how the company got possession of these bonds; you told us how Fuller got them.
A. He was only the agent of the company in this transaction.
Q. Acting for the company?
A. Yes, sir.
Q. What was done with the check?
A. The check was paid to the commissioners at the same interview by Mr. Fuller, or rather the check was paid by the commissioners to the president of the Montclair Railway Company at the same interview.
Q. Mr. Pratt?
A. By Mr. Pratt.
Q. The check—what was that given for?
A. The check was given in the purchase from the commissioners of the bo ds of the township of Pompton.
248 Q. Yes. You say the check was paid by the commissioners to Mr. Pratt?
A. For $100,000 in the income bonds of the Montclair Railway Company.
Q. How did that meeting come about, Mr. Spaulding?
A. I think I arranged the interview with the parties previously.
Q. Was the thing which was then done previously agreed to be done; had it been previously arranged that that should be done, or was it a new idea suggested and stated on the day it was done?
A. It had been arranged on the part of the company, but not fully consented to by the commissioners until the actual consum'ation.
Q. Why was the check of Mr. Fuller used?
A. Because the commissioners could only sell the bonds for cash, as the company was advised.
Q. Did any cash pass in the transaction at all?
A. Except you call the check cash.
Q. Then the object of introducing that check was to satisfy that requirement of the law?
A. Yes, sir.
249 Q. Were these income bonds secured by mortgage?
A. No.
Q. What did Pratt do with the check?
A. Gave it back to Mr. Fuller.
Q. When?
A. Some little time afterwards.
Q. And what did Fuller give him for it?
A. Nothing.
Q. What was done with the town bonds?
A. On that day they were carried to the county clerk's office to be registered; after the registration they were taken to New York in the charge and custody of the commissioners, and deposited with the United States Trust Company, the commissioners acting then not as commissioners but as private citizens for their own protection.
A. Had they not been registered when this transaction took place in the Hamilton House?
A. They had not; they had not been signed at alll then.
Q. On what conditions were they deposited with the United
250 States Trust Company?
A. Upon the condition that they should be drawn out only by

the order of the gentlemen who had represented the town, and were still representing the town, but not in their official capacity. They, as private citizens, for their own protection, required the deposit of the bonds in the Trust Company.

Q. How did the company get them?

A. They got them upon orders signed by these gentlemen upon the United States Trust Company for their delivery.

Q. What did the company give for them when they got them?

A. At the time of delivery, nothing.

Q. What condition did the company get possession of them on?

A. The condition was that the actual amounts represented by the bonds should have been previously expended within that township in the construction of the railway.

Q. Expended within the township of Pompton?

A. Yes, sir.

251 Q. Did you have anything to do with the negotiations between the company and Cooper & Hewitt in regard to the subsequent sale of these bonds?

A. I inaugurated it, but was not actually engaged in the negotiation.

Q. You took no personal part in that negotiation afterwards?

A. Not at all, except in listening to reports upon it.

Q. But you took no part in the negotiation when the other side were present?

A. No, sir.

Q. Do you know what became of the bonds ultimately of your own knowledge?

A. I know they were sent from time to time to Cooper & Hewitt by one of the company's officers.

By the COURT:

Q. You have stated, Mr. Spaulding, that when these bonds came into the actual possession—that when these town bonds came to the actual possession of the Montclair Railway Company on the orders of

252 the commissioners, the company paid nothing for them.

A. No, sir.

Q. Had they, previous to that, given the town their own bonds?

A. Yes, in exchange from Mr. Fuller's check.

Q. On the day of the meeting at the Hamilton House?

A. Yes, sir.

Q. Gave $100,000 worth of bonds?

A. Yes, sir.

Not cross-examined.

Mr. MCCARTER. I now offer in evidence the act of incorporation of the Montclair Railway Company, Pamphlet Laws of 1867 (New Jersey), page 301.

The COURT. For what purpose is the offer?

Mr. MCCARTER. For the purpose of showing that the company

253 had no authority to issue any bonds but mortgage bonds, and that the issue of income bonds was unauthorized. And another purpose, to show they had no authority to invest their funds in the bonds of the township, and that their dealings in this transaction were unauthorized; and also to show that at the time when this negotiation took place and these bonds were issued they had no authority to build a railroad in the township of Pompton.

Mr. GUMMERE. I object to the evidence as incompetent.

Mr. McCARTER. The authority to build in Pompton was acquired by the act passed in 1869; I also offer that act in evidence. Pamph-
254 let Laws of 1869, page 408. To get West Mulford from Wayne it had to pass through Pompton.

The court admitted the evidence of said acts of the legislature, to wit, "An act to incorporate the Montclair Railway Company," approved 1867, as published in Pamphlet Session Laws of the State of New Jersey of 1867, page 301, and also the second act, entitled—

CHAPTER CLX.

An act to incorporate the Montclair Railway Company.

1. Be it enacted by the senate and general assembly of the State of New Jersey, That Albert Pearce, Henry C. Spalding, Samuel Wilde, Joseph B. Beadle, Julius H. Pratt, and such other persons as may hereafter be associated with them, shall be, and are hereby ordained, constituted and declared to be a body corporate and politic, in fact and in name, by the name of the Montclair Railway Company, and by that name they and their successors and assigns shall and may have continual succession, and shall be persons in law capable of suing and being sued, pleading and being impleaded, answering and being answered unto, defending and being defended, in all courts and places whatsoever, and shall have power to make and use a common seal and the same at pleasure to alter, and they and their successors, by the same name and style, shall be capable of purchasing, holding and conveying any lands, tenements, goods and chattels, whatsoever, necessary or expedient for the objects of this incorporation.

2. And be it enacted, That the capital stock of said company shall be five hundred thousand dollars; and shall be divided into shares of one hundred dollars each, but said company may increase the same to an amount not exceeding the cost of the railway and appurtenances, which are hereinafter authorized, and the said capital stock shall be deemed personal property, and shall be transferable in such manner as the by-laws of the said company shall direct.

3. And be it enacted, That the above named persons, or a majority of them, may open books and procure subscriptions to the capital stock of the said company, at such time or times and place or places as they or a majority of them may think proper, and whenever there shall be one thousand shares of the said stock subscribed, the said corporators, or a majority of them, may give notice for a meeting of the subscribers to choose nine directors, and such election shall be made at the time and place appointed in the said notice by such subscribers as shall attend for that purpose, either by lawful proxy or in person, each share of the capital stock entitling the holder thereof to one vote, and the above named corporators, or a majority of them, shall be inspectors of such election, and shall certify under their hands the names of those persons duly elected as directors, and deliver over the subscription books to the said directors at the first meeting of the said directors, and the said directors, so chosen as aforesaid, shall at their first meeting, or annually at the annual election of the said company, or as soon as may be after every such election, choose out of their own number a president, and in case of the death, resignation, or removal of the president or any director, such vacancy or vacancies may be filled for the remainder of the year wherein they may happen, by the said board of directors, or a majority of them, and in case of the absence of the

president, the said board of directors, or a majority of them, may appoint a president pro tempore, who shall have such power and functions as the by-laws of the said company shall provide.

4. And be it enacted, That in case it should happen that an election of directors should not be made during the day when, pursuant to this act, it ought to be made, the said company shall not for that cause be deemed to be dissolved, but such election may be held at any other time, and the directors for the time being shall continue to hold their office until new ones shall have been chosen in their places.

5. And be it enacted, That five directors of the said company shall be competent to transact all business of the said company, and they shall have power to call in the capital stock of said company by such instalments, not to exceed five dollars on each share at any one time, and at such times as they may direct, provided that such instalments shall not be called for a shorter period than thirty days from each other, and in case of the non-payment of said instalments, or any of them, to forfeit the share or shares upon which such default shall arise, and to make and prescribe such by-laws, rules and regulations, as to them shall appear needful and proper, touching the management and regulation of the stock, property, estate and effects of the said company, and also shall have power to appoint a treasurer and a secretary, and so many clerks and servants as to them shall seem meet, and to establish and fix such salaries to them, and also to the president, as to said board shall appear proper.

6. And be it enacted, That the president and directors of said company be, and they are hereby, authorized and invested with all the rights and powers necessary or expedient, to survey, lay out, and construct a railway from the village of Montclair, in the township of Bloomfield, in the county of Essex, to the Hudson River at Pavonia ferry, or at the Hoboken ferry, or between the said ferries, and may construct a branch thereof in said township, and may extend the said railway into the townships of Caldwell and Wayne, but said railway shall not exceed one hundred feet in width unless more land shall be required for the slopes of cuts and embankments, with as many sets of tracks and rails as said company may deem necessary, and it shall be lawful for the said president and directors, their agents, engineers, superintendents, or others in their employ, to enter at all times upon all lands or waters for the purpose of exploring, surveying, levelling, and laying out the route or routes of such railway and of locating the same, and to locate and erect all necessary works, buildings, conveniences, appurtenances, and appendages thereof, doing no unnecessary injury to private or other property, and when the route or routes of such railway, and the location or locations of other works, buildings, conveniences, appurtenances and appendages thereof, shall have been determined upon, and a survey of such route or routes, location or locations, deposited in the office of the secretary of state, then it shall be lawful for the said company by its officers, agents, engineers, superintendents, workmen, and other persons in their employ, to enter upon, take possession of, hold, have, use, occupy and excavate any such lands, and to erect embankments, bridges, and all other necessary works, lay rails and to do all other things which may be suitable or necessary for the completion, repairs, or management of said railway, and for the conveyance of passengers and freight to and from the terminus thereof, to and from the city of New York, or elsewhere, subject to such compensation as is hereinafter provided; provided always, that the payment or tender of payment of all damages for the occupancy of lands through or upon which the said railway

and its conveniences, appurtenances and appendages may be laid out or located, be made before the said company or any person under their direction or employ shall enter upon or break ground in the premises, except for the purpose of surveying and laying out said railway and its conveniences, appurtenances, and appendages, and of locating the same, unless the consent of the owner or owners of such lands be first had and obtained.

7. And be it enacted, That if the owner of the land on which such survey or location for said company shall be made, shall not be willing to give the same for such purpose, and said company and owner cannot agree as to the price of the same, it shall be the duty of any justice of the supreme court, who is disinterested in the premises, upon the application of either party, and after giving ten days' notice in writing to the opposite party of such application, and after hearing the parties, to appoint three disinterested commissioners to assess the price or value of said land, who shall be sworn or affirmed faithfully to execute the duties of such appointment, and after like notice to both parties of the time and place, shall meet, view the premises, and hear the parties and evidence if desired, and thereupon make such decision and award as to them shall appear just and proper, and transmit such decision and award, together with a description of the said land, and the quantity taken, by whom owned, and how situated, and bounded, and described, in writing under their hands and seals, or under the hands and seals of any two of them, to the justice who appointed them, to be by him returned and filed in the office of the clerk of the county wherein the lands lie, together with all the papers before him relating thereto, there to be kept as a public record, and copies taken if required by either party, and if either party shall feel aggrieved by the decision and award of the said commissioners, the party so aggrieved may appeal to the circuit court at the next term after such decision and award, by proceeding in the form of petition to the said court, with five days' notice in writing to the opposite party of such appeal, which proceeding shall vest in the said circuit court full right and power to hear and adjudge the same, and if required they shall award a venire in proper form for a jury before them, who shall hear and finally determine the same, and it shall be the duty of the said jury to assess the value of the said lands and all damages sustained; and if the said jury be demanded by the said company, and they shall find a greater sum than the said commissioners, then judgment shall be given with costs against the said company, and execution issue, if need be; but if the said jury shall be demanded by the owner or owners and shall find the same or a less sum than the commissioners awarded, then costs shall be paid by the owner or owners, and shall be deducted out of the said sum awarded by the said commissioners, or execution issue therefor, as may be directed by the said court, and upon payment or tender of the sum so found by the said commissioners or by the jury, with costs if any, the said company shall be deemed to be seized and possessed, in fee simple, of all such lands and real estate appraised as aforesaid.

8. And be it enacted, That in case any owner or owners of such land or real estate shall be feme covert, under age, non compos, out of the State, or under any other legal disability which would prevent their agreement with the said company, then it shall be the duty of the said company to pay the amount of any award or report, so made in behalf of any such person, into the court of chancery to the clerk thereof, subject to the order of the said court for the use of any such owner or owners, all of which said proceedings, as well under this as the preceding section of

this act, shall be at the proper costs and charges of the said company, except in cases of appeal above provided for, and the said justice shall, and may order and direct as to the amount of costs and charges of such valuation and appraisement and witness fees, and as to the payment thereof in cases where an appeal is made.

9. And be it enacted, That it shall be the duty of the said company to construct and keep in repair good and sufficient bridges over or under the said railway where any public or other road shall cross the same, so that the passage of carriages, horses, and cattle across the said railway shall not be impeded thereby, and if the company neglect to perform the same after giving twenty days' notice to the company by the person or the public officers having charge of the repairs or maintenance of said road so to do, such person or public officer may do the work or cause it to be done, and recover the value thereof from the company by common process of law.

10. And be it enacted, That the president and directors of the said company shall have power to have constructed, or to purchase with the funds of said company, and to place on the railway constructed by them all machines, engines, wagons, carriages, or vehicles for the transportation of persons, or any species of property thereon as they may think reasonable, expedient, or right: Provided, they shall not charge more than at the rate of twelve cents per mile per ton for the transportation of property on the said railway, or eight cents per mile for carrying each passenger on said railway in the carriages of the company, or six cents per ton per mile for each ton of property transported or four cents per mile for each passenger carried on said railway in the carriages of others, and three cents per ton per mile for each empty carriage, and that the railway and its appendages, and the land over which the same shall pass, and all the works and improvements, steam-engines, and carriages, and all other property whatsoever, belonging to the said company, at any time or times, are hereby vested in the said company incorporated by this act, and their successors and assigns, during the continuance of this act.

11. And be it enacted, That the president and directors shall, within one year after the said railway shall have been completed, declare and make such dividends as they may think prudent and proper, of the net proceeds thereof, and shall in like manner, semi-annually thereafter, declare such dividends, and pay the same to the stockholders of the said company in proportion to the amount of shares held by them respectively as they may deem prudent and proper.

12. And be it enacted, That if any person shall wilfully impair, injure, destroy, or obstruct the use of the railway constructed under the provisions of this act by the said company, or any of its necessary ferry-boats or other boats or vessels, wharves, bridges, carriages, machines, or appendages, such person or persons so offending shall forfeit and pay to the said company the sum of fifty dollars, to be by it recovered in any court having competent jurisdiction, in an action of debt, with costs, and further, shall be liable for all damages.

13. And be it enacted, That the said company may have and hold real estate at the commencement and termination of said railway, and at its several stations on the lines of the said railway to a sufficient extent to provide accommodations and conveniences for the business of said railway, and may erect and build thereon houses, warehouses, machine-shops, and such other buildings and improvements as it may deem expedient for the safety of property and construction of carriages and other necessary uses, and take and receive the rents, profits, and emolu-

ments thereof, and shall have the privilege and authority to erect, build, and maintain such bridges over any rivers or streams of water on the line of its railway as it may find expedient and necessary for full enjoyment of all the benefits conferred by this act: Provided, that the bridge constructed by said company over Passaic River shall have a draw of not less than sixty feet in width at a convenient place for the passage of vessels, unless said company shall build said bridge so that the bottom thereof shall be at least seventy-five feet above high-water mark, and with two openings or spans of at least sixty feet wide; and provided further, that any bridge erected by said company over any other navigable stream shall have a draw not less than sixty feet in width at a convenient place for the passage of vessels.

14. And be it enacted, That as soon as the railway with its appendages shall be finished so as to be used, the president and treasurer of the said company shall file under oath or affirmation a statement of the amount of the cost of the said railway, including all expenses, in the office of the secretary of state, and annually thereafter the president and treasurer of said company shall, under oath or affirmation, make a statement to the legislature of this State of the proceeds of said railway, and from and after the said railway or any part thereof shall be in operation, and from and after the earning and payment of dividends amounting to seven per centum per annum for the capital stock of said company, the said company shall pay to the treasurer of this State a tax of one-half of one per centum on the capital stock of said railway, to be paid annually thereafter on the first Monday in January of each year, and such other State tax as may be assessed from time to time by a general law applicable to all railroads over which the legislature has power for that purpose at the time of the passage of such law or laws.

15. And be it enacted, That any time after fifty years from the completion of the said railway the legislature of this State may cause an appraisement of the said railway and the appendages thereof, to be made by six persons, three of whom shall be appointed by the chief justice of this State for the time being, the remaining three by the company, who, or a majority of them, shall report the value thereof to the legislature within one year from the time of their appraisement, or if they cannot agree they shall choose a seventh, who, with the aforesaid sixth, shall report as aforesaid, or in case the said company shall neglect or refuse to appoint the said three persons on their part for two months after their appointment by the said chief justice, then the three persons so appointed by him shall proceed to make such appraisement, which shall be binding on the said company; or, in case the said six shall be appointed as aforesaid, and they cannot agree upon the seventh man, then, upon two weeks' notice to the said company, the said chief justice shall appoint the seventh man, as aforesaid, to make such appraisement, as aforesaid, and thereupon the State shall have the privilege for three years of taking the said railway upon the payment to the company of the amount of said report within one year after electing to take said railway, which report shall be filed in the office of the secretary of state, and the whole property and interest of said railway and the appendages thereof shall be vested in the State of New Jersey, upon payment of the amount so reported to the said company; and it shall be the duty of the president of the company to lay before the legislature under oath or affirmation, when they shall so request, a full and fair statement of the cost of said railway, and of all receipts and disbursements of the said company: Provided always, that the aforesaid valuation shall be made without reference to the receipts and disbursements of the com-

pany or advance of the stock, and the said valuation shall in no case exceed the first cost of said railway with the appendages thereof.

16. And be it enacted, That the said railway or some part thereof shall be commenced within two years and completed within five years from the fourth day of July next ensuing, otherwise this act shall be void.

17. And be it enacted, That it shall be lawful for said company to make contracts and engagements with any other corporation or individuals for transporting or conveying any kind of goods, produce, merchandise, freight, or passengers, and to enforce the fulfilment of such contract.

18. And be it enacted, That the said company shall have the power and it is hereby authorized to make its bonds, and for the purpose of securing their payment, to mortgage its real estate and personal property, railway or railways, and all the appurtenances, franchises, powers, and privileges and rights belonging thereto, which it may possess under its act of incorporation, to such amount as it may deem expedient, and to sell or negotiate the same at such rate of interest or discount as it may deem for the best interest of the company, without invalidation thereof by virtue of any statute of this State, and the said bonds and mortgages so sold or negotiated shall be valid and binding in law and equity, and the purchaser or purchasers under a decree in equity or foreclosure founded upon any such bond or mortgage shall be invested with all the estate, rights, franchises, powers, and privileges which are or may be conferred upon or possessed by said company under or by virtue of its act of incorporation and any supplements thereto, subject, nevertheless, to all restrictions, conditions, and limitations contained therein.

19. And be it enacted, That it shall and may be lawful for any corporation to subscribe for, purchase, and hold the stock and bonds of the said railway company.

20. And be it enacted, That this act shall take effect immediately.

Approved March 18, 1867.

App'oved , 1869, and published in pamphlet session laws of New Jersey, for 1869, page 408 (pro nt the same).

CHAPTER CL.

A supplement to the act entitled "An act to incorporate the Montclair Railway Company."

Whereas the Montclair Railway Company by the charter thereof is empowered to extend its railway into the township of Wayne, in the county of Passaic; and whereas it is represented to the legislature that the inhabitants of the township of West Milford, in said county, desire railway facilities from said company; therefore

I. Be it enacted by the senate and general assembly of the State of New Jersey, That the Montclair Railway Company be and is hereby authorized and empowered to extend its railway from any point thereon to any point in the township of West Milford.

II. And be it enacted, That as soon as the said railroad or any part of it is in operation, the president of the said company shall file, under oath or affirmation, a statement of the amount of the cost of the said railroad, including equipments, appendages, and all expenses, in the office of the secretary of state, and annually thereafter on the first Monday of January of each year; he shall under oath of affirmation, make a statement to the secretary of state of the cost, equipments, append-

ages, and expenses of said road, and after the said railroad, or any part thereof shall be in opperation, the said corporation shall pay to the treasurer of this State a tax of one-half of one per centum on the cost, equipments, and appendages of said road, to be paid annually thereafter on the first Monday in January of each year, and such other taxes as may be assessed from time to time by a general law applicable to railroads, over which the legislature shall have power for that purpose at the time of the passage of such law or laws, and until the said railroad or any part thereof shall be in opperation, the said corporation shall be regularly assessed and pay tax for the value of its real estate, including improvements thereon, and personal property as now taxed in the city or cities, township or townships wherein it lies, at the same time and rate, and in the same manner, for the same purpose, and by the same person or persons, as other taxes are assessed in said city or cities, township or townships, provided that no other impost shall be levied or assessed upon said company.

III. And be it enacted, That section fourteenth of the act entitled "An act to incorporate the Montclair Railway Company," approved March eighteenth, eighteen hundred and sixty-seven, be and the same is hereby repealed.

IV. And be it enacted, That this act shall not be construed as extending the operation of the act entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April ninth, eighteen hundred and sixty-eight, to any township, town, or city through or to which the said railway was not authorized to be made before the passage of this act.

V. And be it enacted, That this act shall take effect immediately.

Approved March 16, 1869.

And thereupon defendant's counsel renewed offer to prove the fact that the consent of the requisite number of freeholders was not obtained as required by the act, on the ground that at the time he made that offer and it was overruled it did not appear then that Mr. Hewitt had personally or otherwise examined the records, it also did not then
255 appear that Mr. Hewitt did not buy these bonds relying upon nothing but recitals upon the face of them, but that he had made a personal examination as to their validity.

And the plaintiffs' counsel having objected to the admission of said testimony, the court overruled the offer of defendants' counsel and refused to permit said evidence to be offered.

Whereupon defendants' counsel prayed an exception to the said ruling of the court, and that his said exception ought to be sealed, and it is sealed accordingly.

W. STRONG. [L. S.]

Defendants' counsel recalled HENRY G. SPAULDING—sworn.

Q. (Showing witness some papers.) Mr. Spaulding, can you tell when the first survey or route of the Montclair Road—how it was located from the Hudson River into the township of Wayne?

256 (Mr. Gummere objected.)

The COURT. Let it be heard under the view Mr. McCarter takes; it may be of some consequence.

A. The first survey filed into the township of Wayne was filed by me as general engineer of the Montclair Railway Company, and I have just seen it now, but forget the date.

Q. (Showing witness papers.) Just look at these papers; you may describe the location of the road from the Hackensack in and through Montclair to the township of Wayne, if you please.

A. The survey filed by me on the 8th of May, 1869, which I hold in my hand, began near the Hudson River, upon the terminus of the survey which began near the west bank of the Hackensack River at the terminus of a survey previously filed by the company; this
257 survey of May 8th, 1869, ran under the supplementary act of the company through Pompton, or through Paterson and Rutherford Park into Wayne Township, and terminated at Mead's Basin in Wayne Township, within a short distance of the line of Pequanock Township in Morris County.

Q. Well proceed, Mr. Spaulding.

A. That survey was found to be defective in consequence of inaccuracies of my party in their measurement, or registration rather of measurements, so that it did not come out where it was expected to come; consequently, in order to perfect that survey under the supplement of 1869, Mr. B. F. Wood, then chief engineer of the company, filed on March 17, 1871, an amended survey, which I also hold in my hand, which ran to the same point which was intended to be reached
258 by the survey of May 8th, 1869; they were both of them under the supplementary act of 1869, subsequently to the filing of the first of these contracts, that of May 8th. Mr. Wood as chief engineer of the Montclair Railway Company, filed a survey under the original act of incorporation, beginning at the same beginning point near the Hackensack River as that which I have previously mentioned and running into the township of Montclair.

By Mr. GUMMERE:

Q. When was that?

A. That was on the 6th of April, 1870.

The COURT. Running into the township of Montclair?

A. Terminating in the township of Montclair; it terminates
259 near the village of Montclair, as you will see, in the township of Bloomfield.

By Mr. GUMMERE:

Q. Was that from the Hackensack River.

A. Yes, sir; in continuation of the one filed from the Hudson. On the same day, April 6th, 1870, was filed an extension from the terminus of this survey from the Hackensack River; an extension was then filed to a point between Mead's Basin and the Pequanock River and the southern part of the township of Wayne, which I also hold in my hand, and the distance. Will you give me those figures?

Q. They were 3,569 feet.

A. The distance was about 3,569 feet from the point of cross-
260 ing the Morris Canal; it was in Wayne Township, and near the Pequanock River.

Q. Near Mead's Basin.

A. Near the Pequanock River and Mead's Basin. These two surveys were filed under the original charter of the company; subsequently to the filing of these two, a survey was filed on June 8th, from the terminus of these surveys in Wayne Township across the Pequanock River into Morris County, through the township of Pequanock to the Pequanock River, and across that out of Morris County into the township of Pompton; that survey continued on up through the township of Pompton to a point on the road from Wynockie to Boardville.

261 Q. Was that the first location of any survey to Pompton Township?

A. Yes, sir.

Q. Under what was that made?

A. That was made, as is shown by the endorsement, under the act authorizing the extension into West Milford, the only authority the company had to go into Pompton Township.

Q. Was the road constructed on the route of these surveys.

A. It was. That is so far as that relates to the surveys through Montclair and into Wayne, and through Wayne, through Pequanock Township into the township of Pompton and nearly through that township.

Q. That was the route on which that road was actually built?

A. Yes, sir.

262 By the COURT:

Q. Did the road, after first crossing the Pequannock, come back into Wayne Township before it struck the Pompton line.

A. No, sir; it kept on in Pequanock Township, in Morris County, until it reached the Pompton line at a point very near the house of Dr. McWinter, which is situated on the Hamburg turnpike; from there it crossed the county line into Pompton Township.

Further direct examination:

Q. Are you sufficiently familiar with the route to say whether that black line on this county map represents the line of the railroad?

A. It is substantially correct, I should say. It was marked by me in the beginning at the request of the map maker.

Q. At the time the commissioners were appointed what was the condition of the work?

A. No work had then been done.

Q. Had any survey been filed?

A. None whatever, unless a short survey running from the
263 Hudson River to the left bank of the Hackensack had been; as to that I am not able to tell.

Q. These surveys which you hold in your hand, are they originals from the secretary of state's office?

A. I suppose so; I saw them there, and afterwards here.

Cross examination:

Q. (Handing witness the application.) Was that affidavit made by you, Mr. Spaulding?

A. Yes, sir.

Q. Please read it over.

A. "NEW JERSEY, *Esser County, ss:*

"Personally appeared before the subscriber, a master in chancery, Henry C. Spaulding, of full age, who being by me duly sworn, on his oath says that the within application is signed by more than twelve persons who are freeholders and residents of the township of Pompton, in the county of Passaic, and State of New Jersey; that the said town-
264 ship of Passaic (this word is erased, and "Pompton" follows). Pompton is at the terminus of the route of the Montclair Railway.'

The COURT. What is the date of that affidavit?

Mr. GUMMERE. The date is the 26th of June, 1868.

Q. At this time you say you were director, engineer, and so on, of the road?

A. Yes, sir.

Q. You say there is an erasure; is that word written over, or does it follow the erased word?

A. The word Pompton follows the erased word.

Q. Is that statement under oath true?

A. It was understood by me to be true at the time.

Redirect examination:

Q. What authority had you for believing it was true at the time?

265 A. The company, at that time when I was acting as chief engineer and outdoor superintendent, had talked of and proposed to run to Pompton Township. I understood it very fully that they would run there, and so made the affidavit that it would be at the terminus of that road; that purpose was subsequently abandoned.

Q. Abandoned before the filing of the surveys put in evidence here?

A. Yes, sir.

Q. Was any survey of that proposed route ever filed in the secretary of state's office?

A. No.

And thereupon the defendant's counsel offered in evidence the several original surveys above referred to by the witness, that is to say:

First. A survey of a proposed route of the Montclair Railway filed in the office of the secretary of state of New Jersey on the 8th day of May, 1869.

A survey of the route of a railway of the Montclair Railway Company, beginning at a point designated in said survey, and from thence on the line as laid down in said survey to the termination of the last course therein described.

Beginning at the point of termination of the last curve described in a survey of the Montclair Railway Company filed in the office of the secretary of state, March seventeenth, A. D. eighteen hundred and sixty-nine; thence in a straight line tangent to said curve north forty minutes east two hundred (200) feet; thence on a curve inclining to the left, with a radius of nineteen hundred and ten (1,910) feet, a distance of twenty-nine hundred (2,900) feet; thence on a straight line tangent to the last-mentioned curve, north eighty degrees and twenty-five minutes west, a distance of nine hundred (900) feet; thence on a curve inclining to the right, with a radius of nineteen hundred and ten (1,910) feet, a distance of twelve hundred (1,200) feet; thence on a straight line tangent to the last described curve, north fifty degrees and thirty minutes west, a distance of thirteen hundred (1,300) feet; thence on a curve, inclining to the left with a radius of five thousand seven hundred and thirty (5,730) feet, a distance of nine hundred (900) feet; thence in a straight line tangent to the last-mentioned curve, north fifty-nine degrees west, a distance of fourteen hundred and twenty-five feet (1,425); thence in a curve inclining to the right, with a radius of fourteen hundred and thirty-three (1,433) feet, a distance of fourteen hundred and fifty-five (1,455) feet; thence in a straight line tangent to the last-mentioned curve, bearing north, a distance of three hundred (300) feet.

HENRY C. SPALDING,
Chief Engineer Montclair Railway Company.

Filed May 8, 1869.

266 Second. A survey of another proposed route of said railroad filed as aforesaid on March 17, 1869.

A survey of the route of a railway of the Montclair Railway Company between a point on the west side of the Hackensack River designated in said survey, and from thence on the line as laid down in said survey to the termination of said line.

Beginning at a point on the westerly bank of the Hackensack River in the centre line of the proposed route of the Montclair Railway as appears from the survey of the said railway from the Hudson River to the westerly bank of the Hackensack River, filed in the office of the secretary of state on the sixth day of June, 1868; thence on a straight line bearing N. 59° 20′ W., a distance of one hundred and twenty (120) feet; thence on a curved line inclining northwardly with a radius of one thousand nine hundred and ten (1,910) feet, a distance of one thousand six hundred and forty-four (1,644) feet; thence on a straight line tangent to said curve bearing N. 10° W., a distance of twelve thousand seven hundred and seventy-eight (12,778) feet; thence on a curved line inclining westwardly with a radius of five thousand seven hundred and thirty (5,730) feet, a distance of eight hundred and ten (810) feet; thence on a straight line tangent to said curve bearing N. 18° 35′ W., a distance of ten thousand five hundred and ninety (10,590) feet; thence on a curved line inclining northwardly with a radius of five thousand seven hundred and thirty (5,730) feet, a distance of seven hundred (700) feet; thence on a straight line tangent to said curve, bearing N. 11° 35′ W., a distance of one thousand five hundred and twenty-five (1,525) feet; thence on a curved line inclining northwardly with a radius of five thousand seven hundred and thirty (5,730) feet, a distance of one thousand and fifty (1,050) feet; thence on a straight line tangent to said curve, bearing N. 1° W., a distance of four thousand four hundred and twenty-five (4,425) feet; thence on a curved line inclining westwardly with a radius of two thousand eight hundred and sixty-five (2,865) feet, a distance of one thousand four hundred (1,400) feet; thence on a straight line tangent to said curve, bearing N. 28° 40′ W., a distance of one thousand eight hundred and fifty (1,850) feet; thence on a curved line inclining northwardly with a radius of two thousand eight hundred and sixty-five (2,865) feet, a distance of five hundred (500) feet; thence on a straight line tangent to said curve, bearing N. 18° 35′ W., a distance of one thousand six hundred and fifty (1,650) feet; thence on a curved line inclining northwardly with a radius of five thousand seven hundred and thirty (5,730) feet, a distance of five hundred (500) feet; thence on a straight line tangent to said curve, bearing N. 13° 30′ W., a distance of eight thousand eight hundred and fifty (8,850) feet; thence on a curved line inclining westwardly, with a radius of five thousand seven hundred and thirty (5,730) feet, a distance of five hundred (500) feet; thence on a straight line tangent to said curve, bearing N. 18° 30′ W., a distance of one thousand six hundred and fifty (1,650) feet; thence on a curved line inclining westwardly, with a radius of one thousand four hundred and thirty-two & one-half (1,432½) feet, a distance of one thousand and fifty feet (1,050 ft.); thence on a straight line tangent to said curve, a distance of one thousand three hundred and fifty (1,350) feet; thence on a curved line inclining northwardly with a radius of one thousand nine hundred and ten (1,910) feet, a distance of eight hundred (800) feet; thence on a straight line tangent to said curve, a distance of nine hundred (900) feet; thence on a curve line inclining westwardly with a radius of one thousand nine hundred and ten feet (1,910), a distance of

eight hundred (800) feet; thence on a straight line tangent to said curve, bearing N. 65° 30′ W., a distance of two thousand two hundred and sixty (2,260) feet; thence on a curve line inclining westwardly with a radius of one thousand nine hundred and ten (1,910) feet, a distance of one thousand six hundred (1,600) feet; thence on a straight line tangent to said curve, bearing S 67° 50′ W., a distance of two thousand five hundred and forty (2,540) feet; thence on a curve line inclining southwardly with a radius of two thousand eight hundred and sixty-five (2,865) feet, a distance of one thousand eight hundred (1,800) feet; thence on a straight line tangent to said curve, bearing S. 31° 50′ W., a distance of one thousand five hundred (1,500) feet; thence on a curv'd line inclining westwardly with a radius of two thousand eight hundred and sixty-five (2,865) feet, a distance of one thousand five hundred (1,500) feet; thence on a straight line tangent to said curve, bearing S. 66° 10′ W., a distance of two thousand two hundred (2,200) f't; thence on a curve line inclining westwardly with a radius of two thousand four hundred and fifty-nine (2,459) feet, a distance of four thousand nine hundred (4,900) feet.

HENRY C. SPALDING,
Chief Engineer Montclair Railway Co.

Filed March 17th, 1869.

Third. Another survey of a proposed route of said railroad filed as aforesaid on the 6th of April, 1870.

A survey and location of the centre line of the Montclair Railway from the west bank of the Hackensack River to a point in the township of Montclair, on the lands of Amos Crane two hundred and seventeen feet; south seven degrees and thirty minutes west from the south-east corner of the lands now or lately of B. S. Musgrave, the distance being forty-one thousand nine hundred and one feet.

Beginning at a point in the westerly bank of the Hackensack River on the center line of the Montclair Railway, as described in the survey and location of said railway filed in the office of the secretary of state, on the 6th day of June, A. D. 1868; thence running north sixty degrees west one hundred and thirty-four feet; thence on a line curving to the left with a radius of two thousand eight hundred and sixty-five feet, five hundred and fifty feet; thence on a straight line tangent to said curve, bearing north seventy-one degrees west, ten thousand and twenty-seven feet; thence on a line curving to the right with a radius of two thousand two hundred and ninety-two feet, twelve hundred and seven feet; thence on a straight line tangent to said curve, bearing north forty degrees and fifty minutes west, six hundred and seventy-nine feet to the west side of the highway leading from Newark to Hackensack; thence north forty degrees and fifty minutes west, two thousand two hundred and forty-one feet; thence on a line curving to the left with a radius of five thousand seven hundred and thirty feet, eighty-three feet; thence on a straight line tangent to said curve, bearing north forty-one degrees and forty minutes west, one thousand nine hundred and sixty-four feet to the centre of the river road so called, in the township of Kearney; thence north forty-one degrees and forty minutes west, crossing the Passaic River, a distance of one thousand one hundred and twenty three feet; thence on a line curving to the left with a radius of two thousand eight hundred and sixty-five feet, six hundred and forty-one feet; thence on a straight line tangent to said curve, bearing north fifty-four degrees and thirty-five minutes west, fifty-four feet to the center

of the Newark and Paterson Railroad track; thence north fifty-four degrees and thirty-five minutes west, four hundred and sixteen feet to the centre of Belleville avenue in the township of Woodside; thence north fifty-four degrees and thirty-five minutes west, three thousand three hundred and sixty-nine feet; thence on a line curving to the right with a radius of two thousand six hundred and ninety-seven feet, one thousand two hundred and seventy feet; thence on a straight line tangent to said curve, bearing north twenty-seven degrees and thirty-five minutes west, thirty-one feet to the east bank of the Second River; thence north twenty-seven degrees and thirty-five minutes west, two hundred and five feet; thence on a line curving to the right with a radius of one thousand four hundred and thirty-three feet, three hundred and twenty-nine feet; thence on a straight line tangent to said curve, bearing north fourteen degrees and thirty minutes west, one thousand and seventy-five feet; thence on a line curving to the left with a radius of nineteen hundred and ten feet, one thousand and seventy-five feet to a point of compound curve; thence continuing on a curve to the left with a radius of three thousand five hundred and twenty-eight feet, one thousand three hundred and twenty-nine feet; thence on a straight line tangent to said curve, bearing north sixty-eight degrees and twenty-five minutes west, two thousand nine hundred and forty feet; thence on a line curving to the right with a radius of one thousand four hundred and thirty-three feet, nine hundred and eighty-six feet; thence on a straight line tangent to said curve, bearing north twenty-nine degrees and fifteen minutes west, thirty feet to the east bank of the Morris Canal in the township of Bloomfield; thence north twenty-nine degrees and fifteen minutes west, one thousand one hundred and ninety-one feet; thence on a line curving to the left with a radius of two thousand eight hundred and sixty-five feet, five hundred and ninety-nine feet; thence on a straight line tangent to said curve, bearing north forty-one degrees west, two thousand three hundred and forty-two feet; thence on a line curving to the right with a radius of three thousand eight hundred and twenty feet, four hundred and thirty-two feet; thence on a straight line tangent to said curve, bearing north thirty-four degrees and thirty minutes west, one thousand two hundred and seventy-six feet; thence on a line curving to the right with a radius of two thousand eight hundred and sixty-five feet, one thousand and fourteen feet; thence on a straight line tangent to said curve, bearing north fourteen degrees and fifty-five minutes west, one thousand one hundred and forty-four feet; thence on a line curving to the right with a radius of nineteen hundred and ten feet, two hundred and seventy-four feet to the north line of Walnut street in the township of Montclair; thence on the same degree of curvature to the right, seven hundred and forty-eight feet; thence on a straight line tangent to said curve, bearing north sixteen degrees and thirty minutes east, one thousand two hundred and twenty-three feet to the point before named, on Amos Crane's lands.

April 6th, 1870.

D. H. WOOD,
Chief Engineer Montclair Railway.

Fourth. Another survey of a proposed route of said railroad filed as aforesaid on the 6th of April, 1870.

A survey and location of the extension of the Montclair Railway into the township of Wayne from the terminus of the said railway as located from the Hudson River to Montclair.

Beginning at a point in the township of Montclair on the lands of Amos Crane, two hundred and seventeen feet south seven degrees and thirty minutes west from a ches'nut tree standing in the southeast corner of the lands now or lately of B. S. Musgrove; thence on a straight line bearing north sixteen degrees and thirty minutes east, twenty-seven hundred and ninety-four feet; thence on a line curving to the left with a radius of twenty-eight hundred and sixty-five feet, ten hundred and fifty-one feet; thence on a straight line tangent to said curve bearing north four degrees and thirty minutes west, eight hundred and twenty-seven feet to the centre of the valley road in the township of Montclair; thence north four degrees and thirty minutes west, two thousand three hundred and seventy-eight feet; thence on a line curving to the right with a radius of twenty-two hundred and ninety-two feet, one thousand five hundred and sixty-seven feet; thence on a straight line tangent to said curve north thirty-four degrees and fifty minutes east, two thousand two hundred and eighty-seven feet; thence on a line curving to the left with a radius of two thousand eight hundred and sixty-five feet, one thousand and eighty-eight feet; thence on a straight line tangent to said curve north thirteen degrees east, two thousand four hundred and sixty-seven feet; thence on a line curving to the right with a radius of two thousand eight hundred and sixty-five feet, eight hundred and sixty-six feet; thence on a straight line tangent to said curve north thirty degrees and twenty minutes east, two thousand and thirty feet; thence on a line curving to the left with a radius of two thousand eight hundred and sixty-five feet, seven hundred and forty-two feet; thence on a straight line tangent to said curve bearing north fifteen degrees and twenty minutes east, eight hundred and twenty-five feet; thence on a line curving to the left with a radius of eleven hundred and forty-six feet, two thousand four hundred feet; thence on a straight line tangent to said curve bearing south seventy-five degrees and forty-five minutes west, one thousand and eighty feet; thence on a line curving to the right with a radius of five thousand seven hundred and thirty feet, two hundred and ninety-three feet; thence on a straight line tangent to said curve bearing south seventy-nine degrees and thirty minutes west, twelve hundred and ninety-six feet; thence on a line curving to the left with a radius of two thousand eight hundred and sixty-five feet, thirteen hundred and fifty feet; thence on a straight line tangent to said curve bearing south fifty degrees and thirty minutes west, one thousand and thirty-seven feet; thence on a line curving to the right with a radius of twelve hundred and seventy-four feet, one thousand two hundred and eighty-seven feet to the centre of the highway running through Peckman River Valley; thence on the same curve eleven hundred and ninety-two feet; thence on a straight line tangent to said curve bearing north seventeen degrees and ten minutes west, fourteen hundred and seventy-two feet; thence on a line curving to the left, with a radius of twenty-eight hundred and sixty-five feet, six hundred and fifty-three feet; thence on a straight line tangent to said curve bearing north thirty degrees and forty-five minutes west, three thousand one hundred and twenty-eight feet; thence on a line curving to the left, with a radius of twenty-eight hundred and sixty-five feet, five hundred and forty-nine feet; thence on a straight line tangent to said curve bearing north forty degrees and thirty minutes west, two thousand and one feet to the centre of the road running from Little Falls to Fairfield; thence north forty degrees and thirty minutes west, one thousand nine hundred and fifty-eight feet; thence on a line curving to the right, with a radius of twenty-eight hundred and sixty five feet, eight hundred and thirty feet; thence

on a straight line tangent to said curve bearing north twenty-three degrees and forty-five minutes west, ten thousand and forty feet to the centre of the Morris Canal at Mead's Basin; thence north twenty-three degrees and forty-five minutes west, eighty-three feet; thence on a line curving to the right, with a radius of twenty-eight hundred and sixty-five feet, three hundred and fifty feet; thence on a straight line tangent to said curve bearing north sixteen degrees and forty-five minutes west, three thousand one hundred and thirty-six feet to the junction with the extension of the Montclair Railway into the township of West Milford, the whole distance being fifty-three thousand and fifty-seven feet.

April 5th, 1870.

D. H. WOOD,
Chief Engineer, Montclair Railway.

Filed April 6, 1870.

Fifth. Another survey of said railroad filed June 9, 1870, all which were read in evidence (pro ut the same).

A survey and location of the center line of a part of the extension of the railway of the Montclair Railway Company into the township of West Milford from a point in the township of Wayne, in the county of Passaic, to a point in the boundary-line between the lands of Horace Van Natter and Jacob H. Bramer, in the township of Pompton and county of Passaic, being a distance of fifty-seven thousand nine hundred and fifty-one feet.

Beginning at the point of terminus of the survey and location of the said extension into the township of West Milford, which survey and location was filed in the office of the secretary of state on the eighth day of May, A. D. 1869, the said point being north four degrees six minutes east, and five hundred and ninety feet from the northwest corner of the east abutment of the Collier farm bridge over the feeder of the Morris Canal at Mead's Basin. Thence on a curve to the left with a radius of one thousand one hundred and forty-six feet, a distance of one thousand two hundred and eight feet. Thence on a straight line tangent to said curve bearing north fifty-eight degrees fifty-one minutes west, a distance of two hundred and two feet. Thence on a curve to the right with a radius of one thousand one hundred and forty-six feet, a distance of eight hundred and fifty-two feet. Thence on a straight line tangent to said curve, bearing north sixteen degrees fifteen minutes west, a distance of six thousand six hundred and four feet. Thence on a curve to the right with a radius of two thousand eight hundred and sixty-five feet, a distance of four hundred feet. Thence on a straight line tangent to said curve, bearing north eight degrees fifteen minutes west, a distance of three thousand four hundred and ninety-two feet. Thence on a curve to the right, with a radius five thousand seven hundred and thirty feet, a distance of two hundred and fifty feet. Thence on a straight line tangent to said curve, bearing north five degrees forty-five minutes west, a distance of six thousand five hundred and seventy-two feet. Thence on a curve to the right, with a radius of five thousand seven hundred and thirty feet, a distance of three hundred and seventy-five feet. Thence on a straight line tangent to said carve, bearing north two degrees west, a distance of two thousand five hundred and seventy one feet. Thence on a curve to the left, with a radius of one thousand two hundred and seventy-three feet, a distance of seven hundred and twenty feet. Thence on a straight line tangent to said curve, bearing north thirty-four degrees twenty-four minutes west, a distance of one hundred and five feet. Thence on a curve to the right, with a radius of one

thousand two hundred and seventy-three feet, a distance of three hundred and twenty-five feet to a point of compound curve. Thence continuing on a curve to the right, with a radius of five thousand seven hundred and thirty feet, a distance of two thousand eight hundred and forty-eight feet. Thence on a straight line tangent to said curve, bearing north eight degrees forty-five minutes east, a distance of two hundred and fifty-two feet, to a point at right angles with, and one hundred and twenty-two and a half feet from, a stake in the angle formed by the said railway company's eastern land line and the private road leading to James B. Beauis' house, in the township of Pequannock in the county of Morris. Thence continuing on a straight line, bearing north eight degrees forty-five minutes east, a distance of five thousand six hundred and seventy-five feet to the point of crossing the New Jersey Midland Railway. Thence on the same course bearing north eight degrees forty-five minutes east, a distance of four thousand eight hundred and fifty-eight feet. Thence on a curve to the right, with a radius of five thousand seven hundred and thirty feet, a distance of one thousand one hundred and forty-five feet. Thence on a straight line tangent to said curve, bearing north twenty degrees thirty minutes east, a distance of four hundred and thirteen feet. Thence on a curve to the left, with a radius of five thousand seven hundred and thirty feet, a distance of one thousand two hundred and two feet. Thence on a straight line tangent to said curve, bearing north eight degrees thirty minutes east, a distance of two thousand nine hundred and twenty-four feet. Thence on a curve to the right, with a radius of two thousand eight hundred and sixty-five feet, a distance of one thousand seven hundred and fifteen feet. Thence on a straight line tangent to said curve, bearing north forty-two degrees forty-five minutes east, a distance of one thousand two hundred and sixty-five feet. Thence on a curve to the left, with a radius of one thousand nine hundred and ten feet, a distance of six hundred feet. Thence on a straight line tangent to said curve, bearing north twenty-four degrees forty five minutes east, a distance of fifty feet. Thence on a curve to the right, with a radius of one thousand nine hundred and ten feet, a distance of four hundred and fifty feet. Thence on a straight line tangent to said curve, bearing north thirty-seven degrees east, a distance of two thousand one hundred and twenty-two feet. Thence on a curve to the left, with a radius of five thousand seven hundred and thirty feet, a distance of one thousand eight hundred and thirty-five feet. Thence on a straight line tangent to said curve, bearing north eighteen degrees thirty minutes east, a distance of five thousand five hundred and seventy feet. Thence on a curve to the right, with a radius of one thousand nine hundred and ten feet, a distance of three hundred feet. Thence on a straight line tangent to said curve, bearing north twenty-seven degrees thirty minutes east, a distance of four hundred and sixty feet. Thence on a curve to the left, with a radius of one thousand four hundred and thirty-three feet, a distance of five hundred and ninety-one feet to the said boundary-line between lands belonging to Horace Van Natter and Jacob H. Bramer, in the township of Pompton in said county of Passaic, which point is north twenty-one degrees thirty minutes east, and thirty six feet from the southwest corner of said Van Natter's land.

June 7th, 1870.

D. H. WOOD,
Chief Engineer Montclair Railway.

Filed June 8, 1870.

Defendants' counsel also offered in evidence and exhibited to the court and jury a map of the county of Passaic as printed in the State atlas of New Jersey published in , and then rested the defendants' case.

267 GENTLEMEN OF THE JURY: The present is one of a class of cases that has been very numerous of late years throughout the country, and particularly in the Southern and Western States. They have not been infrequent in the Middle States, and the principles of law applicable to them have become well settled. I refer to suits brought upon bonds given by municipalities, such as cities, towns, or townships, in aid of the construction of railroads, canals, or other works of internal improvement, in which the inhabitants of those municipalities consider they have a peculiar interest. The benefits which result from the construction of a railroad through a town have been so apparent that the inhabitants have often been willing to extend municipal aid to the construction of such a road, and by the proffer of such aid, have invited the location and construction to be made within their borders when authorized to do so by legislative authority. Without
268 legislative sanction, a municipality has no power to extend such aid to a railroad company, but when the power has been given, municipal aid has been extended to railroad companies in a variety of ways. A very common mode has been by subscription to the stock of a company, and paying for the subscription by municipal bonds. Another mode has been by exchanging the bonds of the town for the bonds of the railroad company; it being presumed that the town bonds will be more saleable, and that the company may be able to raise funds for the prosecution of their work by the sale of the municipal bonds when their own bonds would be unsaleable. Another mode quite common in some of the Western States, though not so common in the East, has been making an actual donation of the lands of the municipality to the railroad company, thus making a contribution of the obligations
269 of the town to assist the company in the prosecution of its work. Municipal bonds given to railroad companies are generally made payable to bearer, that they may circulate freely, be negotiable and inviting to purchasers even in distant markets. The markets of the country abound in town bonds given in aid of railroad and canal companies. They constitute a large part of the property of the country. Millions have been invested in them; invested on the faith of the obligations assumed by the municipalities. The bonds, when created, are nearly always intended to be sold, and they have been sold in order that the companies may be put in funds by the proceeds of sales to build the railroads. They would fail of the purpose for which they were made if they were not saleable. A railroad cannot be built with bonds, though it may be with the proceeds of sale of the bonds. Hence it is to the interest, both of the town that gives the bonds and the company
270 that receives them, that they should be made as free as possible from any defence that can be set up against them, in order that purchasers may be induced to pay the highest price for them. I may add that in many cases, perhaps in a majority of instances, the bonds have been passed to railroad companies without the expectation of a return to the municipality directly of all that the obligors assume to pay. It has been reasoned that if the town does not get back in money all it advances to the railroad company, the advantages indirectly resulting from the construction of the road will more than compensate for whatever loss may be sustained by the issue of the bonds, and all experience has shown that ordinarily very great advantages do accrue

to a town from the construction of a railroad through it. Property becomes more saleable because made more accessible. It brings higher prices, and the general prosperity of the people of the town
271 is enhanced.

Such, I think, has been the spirit in which these bonds have been issued to such a vast extent. They must amount in the aggregate to more than one hundred millions of dollars now on sale in the markets, or held by purchasers, in all parts of the country. The legislatures of the States (when not prevented from doing so by the organic laws of the State) have freely conferred upon municipalities power to extend municipal aid to railroad companies in one or more of the modes in which such aid has been given. Cities, towns, and counties have been empowered to make their bonds and deliver them to railroad companies, either as loans, or in payment of stock subscription, or in exchange for the companies' bonds, or as actual donations. Such bonds, issued in accordance with the authority conferred by the legislature, are good bonds, and they create a valid indebtedness of the municipality which issued them. A legislative act conferring power to issue
272 them is generally constitutional. Thus after much consideration it has been settled in most of the courts of the country, and by the Supreme Court of the United States. If there be no prohibition in the constitution of a State, the legislature of the State may authorize a town, township, city, or county to extend its aid to a railroad company in any of the modes I have mentioned.

I agree that such legislation is impolitic, and that it often results in great hardships, but it is lawful and the bonds authorized by it are good bonds, such as it is the duty of courts and juries to enforce according to their terms against the parties that made them. It frequently happens that the expectations of the people entertained when the bonds were made have been disappointed. The railroad has not proved all that was anticipated. It has failed of being completed, or, when completed, it has not been run successfully, and sometimes it has been sold
273 under mortgages and the stock in exchange for which the town bonds were given has become valueless. There has been a total loss of all the town invested. I say total. I mean so far as the pos'ibility of a direct return is involved, though there are most always indirect advantages resulting from the work on the road. In some cases, it is true, even these have failed. But whatever may have been the result so far as the anticipations are concerned, courts have always held that the contract is to be enforced. The obligation of a contract is a very different thing from the expectations of the parties to it. Many a man enters into an engagement with his neighbor expecting a result which never happens, but if the contract was good when it was made, he cannot cut himself loose from its obligation because he has not realized what he expected. These failures of expectations, however, have produced unfortunate litigation. The inhabitants of the bonded
274 towns, or cities, who have been disappointed, have sometimes attempted to repudiate their bonds, and have sought in every possible way to escape from the obligations they assumed But if there was authority for making the bonds, the law has uniformly been held to be, that the towns must fulfil their engagements as they were made, exactly as in the case of any contract between man and man. The case does not differ because it is between two corporations, one municipal and the other a railroad company, or between the former and one who has purchased the bonds from the latter. If the bonds have been issued in accordance with the authority given by law, it is uniformly held that

the holder is entitled to enforce them against the town that made them. The loss caused by their issue cannot be thrown upon an innocent purchaser who has been induced to invest his money in them. It be-
275 longs to those who themselves, or by their agents, put the bonds in circulation, and thus invite purchasers to buy.

These general remarks I intend only as introductory to what I have to say of the case now on trial.

It is a case brought by the Cooper Union, a charitable association of New York, against the town of Pompton, by its corporate name, to recover the principal of five bonds of the township, which fell due before the suit was instituted, and also to recover three due and unpaid coupons or each of the one hundred bonds which constitute the entire series issued by the township, and the fundamental question is whether the bonds were in fact and in law bonds of the township. They were made by three commissioners, Mr. Blauvelt, Mr. Board, and Mr. Ryerson, claiming to be the commissioners for the town of Pompton. Had these men authority from the legislature to act for the township
276 and to execut' the bonds? That is the first question to which I direct your attention. The answer depends upon the act of the legislature of 1868, which has frequently been read during the progress of the trial. That act enacted that on the application in writing of twelve or more freeholders, residents of any township, town, or city along the routes of the Montclair Railway Company, or at the terminus thereof, it shall be the duty of the judge of the circuit court of county wherein such freeholders reside to appoint not more than three freeholders, residents of said township, town, or city, to be commissioners therein to carry into effect the purpose and provisions of this act. The second section provides that it shall be lawful for the said commissioners to borrow money and execute the bonds of the township, and they are made agents of the township (if the township was included within
277 this act) to make the bonds, and those bonds thus became the bonds of the township. I instruct you thus as a matter of law. But that leaves the question of whether the township of Pompton was one of the townships authorized thus to make application for the appointment of commissioners who should be empowered to execute bonds. In other words, was Pompton one of the townships thus authorized to be bonded?

It has been very earnestly, very ingeniously, and very ably argued on the part of the defence that it was not. That presents to my mind a somewhat obscure question, and I have given it very careful consideration. It is a question of law, the responsibility of determining which rest entirely with me, and it will be your duty in the determina-
278 tion of the case to accept as the law what I may state it to be. Your province is to determine the facts submitted to you. It is mine to determine what the law is, and my determination is binding on the jury. There is a mode of correcting my errors, but not of correcting yours, except by ordering a new trial.

Now, gentlemen, the act of 1868 (let me call your attention to it again) says, that on the application of twelve or more freeholders, residents of any township, town or city along the route of the Montclair Railway Company, or at the terminus thereof, "the judge may appoint commissioners." That is, townships which are along either of the routes of the company, or townships which are not along the route of the company but at the termini of the company may make such applica-
279 tion. Those are the townships, then, which are embraced within the provisions of the act and to which this authority was given.

Townships which are along the routes of the company and at the termini of the company embrace not only those which lay on the route, that is, through or into which the routes pass, but the townships at the termini. It is evident that the townships at the termini were not understood to be townships into which the route ran, or might run, but some other. The words "at the termini thereof" are superfluous if that is not so; it was quite unnecessary to say at the termini thereof unless it was intended to embrace other townships than those through which the railway ran; and to give a meaning to that expression, we are forced to the conclusion that townships which were at the extremity of the
280 route of the railway company were also embraced among those to whom authority was given to bond themselves in favor of the railway company, though not directly on the routes.

That the townships at the termini were intended to be embraced will be seen also by turning to the act of 1869, which refused authority to bond any township but those referred to in the act of 1868. It says: "That this act shall not be const*itute*d as extending the operation of an act entitled 'An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company,' approved April 9, 1868, to any township, town, or city, or through or to which the said railway was not authorized to be made before the passage of this act."

281 It speaks both of townships through which, and townships to which, the route might extend.

The act of 1868 then, I instruct you, gentlemen of the jury, authorized any township to which the railway was authorized to be made, though into which it was not authorized to go, to bond itself in favor of the railway company.

Now let us see what the route was authorized to be; and in order to determine that I must call your attention to the charter of the Montclair Railway Company, passed in 1867.

The sixth section of the charter, which gives the authority for the construction, is this (the court then read said section to the jury). It authorized the company to build their railway into the township of Wayne. Their authorized route then was into the township. No limit is prescribed in the act to the point in Wayne Township to which their
282 route might extend. It might go to a point in the northern boundary, that is, to the boundary between Pompton and Wayne. This I understand to be settled by judicial construction of similar acts. It has again and again been decided that authority to go to a place or into a place is authority to go to any point in the place. It has been so decided by the Supreme Court of the United States.

I instruct you then, gentlemen, that the Montclair Railway Company was authorized to extend its route to the border of Pompton Township, to the line between Pompton Township and Wayne Township. The authorized route of the road extended to Pompton. I do not say that the actual route as afterwards laid out was thus far extended, but the authorized route of the road at the time these bonds were issued
283 extended to Pompton Township, that is, to the northermost line of Wayne Township, which was the division between Wayne and Pompton.

Pompton, then, was at the end or the terminus of the authorized route, and the legislature must, it seems, in the act of 1868, have referred to the authorized route, for there was then no actual route in existence. The road had not been commenced when the act of 1868 was passed

no survey had been made fixing any route for the road which it was not in the power of the company to abandon. No such survey was made and filed before these bonds were actually issued, and the purpose of the act of 1868 was to afford assistance in building the road. After the actual route should be determined, and after the actual road should be built, the company could get along without this aid, and the pur-
284 pose of the act was to enable the company to build their road; it was aid before and not after the road was built. These bonds were to be issued in aid of the construction of the road, to use the language of the act. If you couple with this, gentlemen, the act of 1874, which is declared to be a supplement to the act of 1868, and therefore to be construed with it, it becomes very evident that the legislature of 1874, at least, understood that Pompton was one of those townships that were authorized to bond themselves in favor of this railway company. It says (the court then read from said act to the jury). That shows very clearly, gentlemen, that legislature understood there were lawful commissioners of the township of Pompton for the purpose of bonding the township in aid of the Montclair Railway Company. I say the legislature so understood it. I do not say their understanding alone
285 would be conclusive, but being a supplement to the former act and being a declaration of the legislature of an unmistakable understanding of theirs, it has, in my judgment, very great weight in determining this question, which perhaps would not in itself be entirely free from doubt. Manifestly the legislature understood that Pompton was one of the townships which the act of 1868 authorized to bond themselves in aid of the Montclair Railway Company.

Taking, therefore, this act of 1868 as it stood by itself without the amendment and coupling it with the amendment without relying on the action of Judge Bedle in appointing the commissioners as a judicial decision of the question and final, I feel bound to instruct you that Pompton was one of the townships which was authorized to bond
286 themselves. You may therefore, gentlemen, consider that question settled as a point of law.

The next question is whether these one hundred bonds were issued in pursuance of the authority thus granted. I have told you the law gave the authority for the appointment of three commissioners, and gave these commissioners authority to bond the township. We come now to consider whether these one hundred bonds were issued in pursuance of the authority thus granted.

The preliminaries mentioned in the act, viz, the appointment of commissioners, appear to have been regularly complied with. There is no complaint against that. I will not refer you to the evidence of that subject. I don't understand it to be contended that if Pompton was
287 one of the townships mentioned by the act, the commissioners were not properly appointed. These commissioners, then, having been appointed, it is next contended that they gave no bonds for their own conduct as required by the law. There is no evidence that they did not give such bonds, and the legal construction would be that they discharged their duties. The act of 1868 says in its eighth section: "That before the said commissioners," &c. (court read the same to the jury). That is a mere directory provision. Well, does the failure to follow the directions of the act in this particular, if there was a failure, render void what is done under the act? I apprehend not. I think, therefore, gentlemen, that while it is a fair and legitimate presumption, in the absence of all evidence on the one side or the other, that
288 those commissioners performed their duties; that they did what

the law required; that they executed the bond required of them—whether they did or not—is immaterial in this case their action is not void even though they gave no bond.

The next thing as preliminary to issuing the town bonds required in the act was that the written consent of persons owning or representing at least two-thirds of the taxable real estate in such township, town, or city should have been obtained. That must have been obtained according to the requisition of the act. Before the commissioners were authorized to execute township bonds they were to be satisfied that persons owning or representing two-thirds of the taxable property of the township, according to the last valuation, had given a written consent
289 to the issue of the bonds; and the act goes on to provide how it should be ascertained, how these commissioners should ascertain whether this preliminary had been complied with.

It says one of the commissioners should make affidavit that the persons whose written consent was obtained did actually consent, and were actually signers of the written consent, and the other is that the assessor of the township, the person who would know best, should make an affidavit that the persons signing such consent represented at least two-thirds of the taxable property in such township, and his affidavit should be endorsed on the consent. The act, I say, prescribed the evidence of this consent, and directed it after it had been obtained to be filed.

Now, it is objected that no such consent was obtained as the
290 act of assembly contemplated, and therefore it is argued on the part of the defense that these commissioners had no authority to execute these bonds, because the preliminaries required by the statute did not exist, in fact, to wit, the written consent of two thirds of the taxpayers, and the only objection I remember having been argued is, that the assessor's affidavit is not sufficient. The assessor's affidavit, gentlemen, is in these words; the affidavit is upon each one of those papers which are annexed together, which purport to be written consent. The first affidavit is: "I, Charles T. Johnson," &c., (read affidavit.)

Now, it is objected that he does not say the owners or representatives of two-thirds of the taxable real and landed property of the said township, as appears by the last assessment roll, have signed the consent. The act required no such thing.

291 The act in speaking of the affidavit to be made by the assessor says, to be sure, in the former part of the section, that the consent of two-thirds, as appears by the last assessment, shall be obtained, but the affidavit required is this: (The court read from the latter part of the 2d section.) It is not that the persons signing such consent, being the owners of at least two thirds of the taxable property of said township, as appears by the last assessment. That is not a requisition of the act of assembly in regard to this affidavit. I agree perhaps that may have been intended; probably it was intended; I am willing to assume that it was. Well, now the affidavit here is at least two-thirds of the taxable real and landed property of this township have signed the consent; no other consent has been heard of, no other is in
292 evidence or produced here. Some of the affidavits differ a little; one of them at least puts in the word "annexed" where he says (read the same). There is no substantial difference between the affidavits, gentlemen, and the consent is to issue bonds to the amount of $100,000, under the act of 1868, issue township bonds. Now, if it be conceded, gentlemen, that this affidavit is not in the precise language which it should have been, conceding that it is somewhat informal, does

it not comply with the spirit of the act? It is in my judgment a substantial compliance with what the legislature required.

The vital question which it was important for the commissioners to determine before they acted in issuing these bonds, was whether two-thirds of the owners or representatives of the taxable landed property had consented to the issue of the bonds.

I instruct you that this consent as filed was substantially the
293 consent as required by the act of the legislature to the issue of the bonds.

It is not contended that the bonds were illegally issued. I mean by that that they were illegally negotiated. If, as I have endeavored to state to you, these commissioners had power to make the bonds, they did make these bonds. That is an undisputed fact in the case.

Then it is said on the part of the defense that, though they made the bonds, and they were legally and lawfully made, yet that they were illegally issued by the commissioners. In what respect? It is said that they exchanged them for income bonds of the railway company, and that the railway company had no authority to issue income bonds, and, therefore, these commissioners had no authority to exchange these bonds for income bonds.

294 I instruct you, gentlemen, that the Montclair Railway Company had authority to issue income bonds, just such bonds as the township of Pompton, through the commissioners, received for the township bonds. It is unnecessary to discuss the inherent powers of a railway company or of a corporation; it is quite sufficient that I should state to you that, in our judgment, the company had a right to issue such bonds, and the act of assembly gives unmistakable authority to these commissioners to exchange the township bonds for the bonds of the railway company. It is true, the company were authorized to issue bonds, and to mortgage their franchises and road to secure those bonds. But that was not a prohibition of their right to issue any other bonds.

Probably the legislative authority was necessary to enable them
295 to mortgage their road and franchises, and a distinct and legislative authority was not necessary to enable them to issue their income bonds.

Those income bonds are bonds for the payment of the money absolutely, and they are called income bonds because it is covenanted in each bond that the railway company shall set apart out of its net income some portion to meet the principal and interest. They are lawful bonds, therefore, of the railway company, and such bonds as were contemplated in the act of 1868. Now, what might the commissioners do with town bonds under the act? They were authorized to borrow on the faith and credit of their township sums of money. If they were authorized to borrow, they were authorized to give the ordinary and usual securities given for borrowed money. It was not necessary to say
296 that they should issue bonds. It is sufficient that they were authorized to borrow. A man who has a right to borrow has a right to give the ordinary securities given in the case of borrowing and lending. A township authorized to borrow is, therefore, authorized to give its bonds for the money it borrows. They were authorized to borrow on the faith and credit of their respective townships. And when they had made the bond, what were they authorized to do? It is stated, "The commissioners are authorized by this act, in their discretion, to dispose of such bonds, or a part thereof, to such persons or corporations, and upon such terms as they shall deem most advantageous for their said townships, towns, and cities, but not for less than par; and the

money that shall be *named* by any loan or sale of bonds shall be
297 invested in the bonds of the said railway company for the purpose of building the railway; * * * and the commissioners shall subscribe for and purchase bonds of said railway company to the amount that they severally may have borrowed.

Well now, gentlemen, it has been decided in the Supreme Court of the United States, and in some of the State courts also, that when authority is given to a municipal corporation to subscribe to the stocks of the railroad company and borrow money to pay for it, that power is well executed by the municipal corporation giving these bonds to the railroad company in payment for stock; that has been decided by the Supreme Court of the United States and by other courts. It was, therefore, legitimate, although they were authorized to borrow money. It was substantially borrowing money to exchange their bonds for the
298 bonds for the railway company. Suppose they had borrowed the money which they had a right to borrow, and the moment the money came into they hands they had taken that money to the railroad company and bought railway bonds with it, the result of the transaction would have been exactly the same, and it would have been precisely within the words of the act.

In some respects, as I shall call to your attention presently, the arrrangement which they made was of more advantage to the town than that would have been. There was nothing therefore, gentlemen, in the disposition made of these bonds which was in violation of the law, or which was transgressive of the authority which the legislature had given the commissioners with regard to these bonds. They had a right to exchange those bonds with the railway company. They made
299 the exchange on the 4th of May, the day they were negotiated, and this must be construed as part of the same transaction. It was all done on the same day, and all was one and the same transaction.

When they received the bonds of the railway company they did not give up the town bonds. They stipulated they should hold the bonds until an amount of money equal to that of the bonds they had agreed to exchange should be expended in the construction of the railroad in the township. They took good care to get the bonds of the railway company and arranged that the full amount of money mentioned in the bonds should be expended in the construction of the road, a very prudent and careful arrangement, which protected the township in a material matter. They were authorized, I say, to dispose of the
300 bonds for not less than par in the most advantageous manner. They did not dispose of them for less than par. They obtained the railway company's bonds and obtained a contract that the whole $100,000 should be expended on the railroad in the township. But, gentlemen, though I have spent some time on this part of the case, I do not consider it of any importance whatever. If these commissioners had the right to issue these bonds *bonds*, whether they disposed of them rightfully or wrongfully is not a question which affects these plaintiffs if they stand in the position of bona fide purchasers. If the bonds were sold for less than par, these plaintiffs, if they stand in the position of bona fide purchasers (in regard to which I shall have something to say), are not affected by their breaches of duty. It has been decided in cases when it has been directed by the legislature that municipal bonds shall not be sold at less than par, that if they are
301 sold at less than par and come into the hands of bona fide holders it is no defense against them to say that there was before that time an unlawful sale.

The bonds, then, I instruct you, gentlemen, were not unlawfully issued by the commissioners so far as appears by the evidence in this case; at least there is no evidence, or an unlawful disposition.

But suppose there was an irregularity in the appointment of these commissioners; suppose there was an irregularity in the affidavits, or the contracts; or suppose that in point of fact two-thirds of the owners of taxable lands did not consent, of which there is no evidence whatever, what then? Why, gentlemen, under this act these commissioners had to determine the question of whether preliminaries required by the statute had been complied with before they issue the bonds. They had no right to issue the bonds until the preliminaries were complied
302 with, and they were the only persons to determine whether they had been complied with. Their decision on that subject, and the certificate of that decision by the recital on the board, made the township liable, that is, if these bonds are in hands of bona-fide holders, or any one that stands in the position of a bona-fide holder. The bonds were given in pursuance of the act by these three commissioners, who are the persons to determine whether the requirements of the act had been complied with. They have determined by this recital that the preliminaries of fact to a lawful issue have been complied with, and between the township and a bona-fide holder of the bonds that recital is conclusive.

That brings me to the question whether the plaintiffs in this case, the holders of the bonds, stands in the position of bona fide holders.
303 They got the bonds through the railway company, Cooper & Hewitt, and Peter Cooper. They did not themselves pay anything for them, but if either the railway company, Cooper & Hewitt, or Peter Cooper, who preceded them in the ownership of these bonds, was a holder of the bonds, for a valuable consideration, paid without notice to any irregularity or any defect in their mode of issue, the Cooper Union has a right to stand in the right of that one person, whoever he may be. Had, then, the railway company notice of any irregularities? There is no evidence that I have perceived in the case, none that has been submitted, to show that the railway company knew that two-thirds of the taxable inhabitants had not signed, or that the consents were not duly filed, or that the affidavit of the assessor was invalid.

You cannot find without evidence that the railway company had any such knowledge when they gave their bonds in exchange for these
304 bonds; when they became the purchasers, and when they not gave their bonds for $100,000 for these $100,000 worth of township bonds, but, through their agent Fuller, undertook to expend on the route in the township of Pompton no less a sum than they acquired from the township. Why, then, was not this railway company a bona-fide purchaser? They had no notice of any irregularity or defect; at least no such notice has been shown, and I see no evidence in the case that they were not purchasers for a valuable consideration. But suppose they were not, what then? Why Messrs. Cooper & Hewitt bought these bonds and paid $100,000 for them. To be sure, they did not get the bonds. When they entered with a contract for them they were not actually in the possession of the railway company, but they were to be delivered to them as the work progressed on the road, and they were subsequently delivered. The subject matter of that contract was defined. It was 100 bonds of the township of Pompton, and the price agreed on, which was $100,000.

The price and the identity of the bonds having been fixed, the
305 property passed to Cooper & Hewitt, just as it would be in the purchase of so many barrels of flour marked off and the price

agreed upon. The bonds were articles of sale just as much as any other personal property. Cooper & Hewitt, therefore, purchased these bonds and paid $100,000 for them. There were other things in the contract it is true.

There was an arrangement with regard to freight, and one in regard to right of way, and it is contended that a part of that $100,000 applied to the other provisions of the contract. Suppose it does; a man has a right to buy a bond payable to bearer for any price he can get it for, and he is none the less a puchaser for a valuable consideration because he pays less than the face of the bond—none the less as purchaser without notice. Cooper & Hewitt had a right to buy these bonds of the railway company for less than par, but the commissioners had no right to sell them for less than par. But after they had gone out of
306 the hands of the commissioners, any one had a right to purchase them for whatever price he could get them, and unless there is some antecedent defense known to him, he holds the property wholly as his own. He is protected as a a bona fide holder without notice. But it is stated that Mr. Hewitt had notice; that he sent to inquire whether these bonds were legally issued, and was informed that the consent had been filed in the office, and that the bonds were registered. Well, it does not appear that he had any particular notice. He was not bound to look at the affidavit of the assessor; and suppose it had been placed before him, according to the instructions I have given you that affidavit was a substantial compliance with the requirements of the act. If he had had it before his eyes, he might still have bought them as he did.

There is nothing in this case which would justify you in finding that Cooper and Hewitt, when they bought the bonds from the Montclair Railway Company and paid $100,000 for them, were not bona
307 fide purchasers for value, without notice of any legitimate defence to the payment of the bonds. I so instruct you.

Then there is another step: Suppose Cooper & Hewitt were not bona fide purchasers; was not Peter Cooper? He put aside $100,000 for the Cooper Union; but it was not beyond his control. It was in his power to revoke it. He did, and directed it to be expended in the purchase of these bonds *of these bonds* from Cooper and Hewitt. It was so expended; he paid, in other words, $100,000 for these bonds. Had he any knowledge of any antecedent defence? There is no evidence, and no pretence of any, that he had. He must therefore be considered as a purchaser for a valuable consideration, without notice of any defence to these bonds.

This gentlemen, is perhaps all it is necessary for me to say. You will see at once that my remarks lead directly to the conclusion that the whole question is one of law—the whole responsibility of decid-
308 ing which rests upon me. I should be glad to throw that responsibility upon you were it consistent with my sense of duty to do so; but in my judgment, and I so instruct you, the plaintiffs are entitled to a verdict for the full amount of their claim. I instruct you, therefore, to render a verdict for the plaintiffs.

309 The court having concluded the charge to the jury, the defendant's counsel thereupon prayed an exception to that part of the charge which instructed the jury that the act of 1868 authorized any township to which the railway was authorized to be made though into which it was not authorized to go to bond itself in favor of the railway company.

And also to that part of the charge which instructed the jury that

the Montclair Railway Company was authorized by its charter to extend its route to the borders of Pompton Township to the line between Pompton Township and Wayne Township.

And also to that part of the charge which instructed the jury that the legislature in the act of 1868 referred to the authorized route of the railroad as distinct from the actual route thereof.

And also that part of the charge which instructed the jury that Pompton was one of the townships which were authorized by the act of 1868 to bond themselves.

And also to that part of the charge which instructed the jury that the action of the commissioners was not void, even though they gave no bond, as directed by the eighth section of the act of 1868.

310 And also to that part of the charge which instructed the jury that the act of 1868 did not require that the affidavit of the assessor to be endorsed on the consent to bond the town should show that the owners or representatives of two-thirds of the taxable real and landed property of the said township, as appears by the last assessment roll, have signed the consent.

And also to that part of the charge which instructed the jury that the affidavit of the assessor endorsed on the consents was a substantial compliance with what the legislature required.

And also to that part of the charge which instructed the jury that the consent as filed was substantially the consent as required by the act of the legislature to the issue of the bonds.

And also to that part of the charge which instructed the jury that the Montclair Railway Company authority to issue income bonds, just such bonds as the township of Pompton, through their commissioners, received for the township bonds.

And also to that part of the charge which instructs the jury that the act of assembly gives unmistakeable authority to these commis-

311 sioners to exchange the township bonds for the bonds of the railway company.

And also to that part of the charge which instructs the jury that there was nothing in the disposition made of these bonds which was in violation of the law, or which was transgressive of the authority which the legislature had given the commissioners with regard to these bonds.

And also to that part of the charge which instructed the jury that the negotiation of the bonds and registry of them being on the same day must be considered as part of the same transaction.

And also to that part of the charge which instructed the jury that the township bonds were not unlawfully issued by the commissioners, that there is no evidence of an unlawful disposition.

And also to that part of the charge which instructed the jury that if either the railway company, Cooper & Hewitt, or Peter Cooper, who preceded them in the ownership of these bonds, was a holder of the bonds, for a valuable consideration, without notice of any irregularity or of any defect in their mode of issue, the plaintiffs have a right to stand in the right of that one person, whoever he may be.

And also to that part of the charge which instructed the jury that there was no evidence in the case to show that the Montclair

312 Railway Company was not a bona fide holder of the bonds, for a valuable consideration, and without notice of any defects and irregularities in their mode of issue.

And also to that part of the charge that although Cooper and Hewitt did not get the bonds when they entered into a contract for them, and although they were not actually in possession of the railroad com-

pany, yet the price and identity of the bonds having been fixed, the property passed to Cooper & Hewitt, just as it would be in the purchase of so many barrels of flour marked off and agreed upon.

And also to that part of the charge that although Mr. Hewitt sent to inquire whether these bonds were legally issued, that it does not appear that he had any particular notice, and he was not bound to look at the affidavit of the assessor, and that if he had had the affidavit before his eyes he might still have bought them as he did.

And also to that part of the charge which instructed the jury that there is nothing in this case which would justify the jury in finding that Cooper and Hewitt, when they bought the bonds from the Mont-
313 clair Railway Company, were not bona fide purchasers for value, without notice of any legitimate defences to the payment of the bonds.

And also to that part of the charge which instructed the jury that Peter Cooper must be considered a purchaser for valuable consideration without notice of any defence to these bonds.

And also to that part of the charge which instructed the jury that the whole question was one of law.

And also to that part of the charge which instructed the jury to render a verdict for the plaintiffs for the full amount of their claim.

And prayed that his said exception to the charge of the court might be sealed; and it sealed accordingly.

W. STRONG. [L. S.]

Filed Oct. 10, 1876. S. D. Oliphant, clerk.

314 Therefore let a jury come before the said court at the March term thereof, A. D. eighteen hundred and seventy-six.

And now, at this day, to wit, the thirty-first day of May, A. D. eighteen hundred and seventy-six, in the term aforesaid, comes before the said court, as well the said plaintiffs by their attorney as the said defendants by their attorney, and Ambrose W. English, Clement Rockhill, Robert Aitken, Charles K. Bennett, John Pfleger, Charles Brearley, Henry Walton, David Campbell, John S. McCully, Charles G. Taylor, William Temple, George P. Disbrow, the jurors of that jury being summoned, also come, who, to speak the truth of the matters within contained, being chosen, tried, and sworn, upon their oath say that the said writings obligatory in the declaration mentioned are the deeds of the said defendants, and that the said defendants owe to the said plaintiffs the sum of sixteen thousand two hundred and ninety-
315 six dollars and sixty-two cents, parcel of the sum above demanded, and they assess the *the* damages of the said plaintiffs on the occasion of the detention of that debt, over and above their costs and charges by them about their suit in this behalf expended, to one thousand seven hundred and ninety-one dollars and forty cents, and for those costs and charges at six cents; therefore it is considered that the said plaintiffs do recover against the said defendants their said debt of sixteen thousand two hundred and ninety-six dollars and sixty-two cents by the jury aforesaid found, and *there* said damages of one thousand seven hundred and ninety-one dollars and forty cents by the jury aforesaid assessed above their costs and charges aforesaid, and the sum of five hundred and forty dollars and forty-five cents now here adjudged to them for their said costs and charges. And the said defendants, in mercy, &c.

316 UNITED STATES OF AMERICA,
District of New Jersey, ss:

I certify the foregoing to be a true and faithful copy of the record and proceedings of the circuit court of the United States in and for the district of New Jersey, in the third circuit, in a certain action in debt therein lately depending between The Cooper Union for the Advancement of Science and Art, plaintiffs, and The Inhabitants of the Township of Pompton, in the county of Passaic, defendants.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said circuit court, at Trenton, this thirteenth day of October, A. D. 1876, and in the one hundred and first year of the Independence of the said United States.

[SEAL.]

S. D. OLIPHANT,
Clerk U. S. C't C't, N. J. Dist.

317 United States circuit court for the district of New Jersey.

THE COOPER UNION FOR THE ADVANCEMENT of Science and Art
vs.
THE INHABITANTS OF THE TOWNSHIP OF POMPTON, in the county of Passaic.

In debt —On error to the Supreme Court of the United States.

The bill of exceptions prepared in the above cause having been by the consent and for the convenience of the counsel of the respective parties filed with the clerk of the above stated circuit court without having the several exceptions thereon set forth actually signed by the presiding judge, and copy of said bill of exceptions with said exceptions so unsigned having been in consequence thereof annexed to and returned with said writ of error to the Supreme Court of the United States, it is hereby agreed by the attorneys of the plaintiff and defendants, respectively, that the defendants' attorneys may take from the files said original bill of exceptions, and present the same to the honorable
318 William Strong for his signature to the said several exceptions therein set forth; that the same may be signed by said judge nunc pro tunc, and that the return to the said writ of error may be amended by causing the copy of said bill of exceptions forming part of said return to be altered so as to conform to said original bill of exceptions after the said exceptions shall have been so signed by the said judge, and that said return so amended shall in all respects be considered and treated in said cause as if said exceptions had been duly signed before the bill of exceptions was filed, and as if said return, when made, had conformed to said bill of exceptions, with the exceptionsso signed as aforesaid.

BARKER GUMMERE,
Att'y of Pl'ff.
THOMAS N. McCASH,
Att'y of Def't.

(Indorsed:) Sup. Court U. S., 1876, Octo. term. No. 938. Inhabitants of the Township of Pompton vs. Cooper Union, &c. Stipulation of parties filed 23 November, 1876.

(Indorsed :) Circuit court of the U. S., dist. of N. J. The Cooper Union for the Advancement of Science and and Art vs. The Township of Pompton. In debt. Stipulation of att'ys of parties.

319 In the Supreme Court of the United States.

THE INHABITANTS OF THE TOWNSHIP OF POMPton, in the county of Passaic, *ads.* THE COOPER UNION FOR THE ADVANCEMENT of Science and Art. } Error to the third circuit.

It is agreed that the documents referred to in the bill of exceptions in this case by the phrase "pro ut the same" shall be considered as inserted in full in the bill of exceptions where so referred to, and that the bill be so printed.

BARKER GUMMERE,
Counsel for Def'ts.
THOMAS N. McCASH,
Counsel for P'l'ff in Error.

NEWARK, N. J., *Mar.* 31, 1877.

320 (Indorsed :) In the Supreme Court of the U. S. The Inhabitants of the Township of Pompton, &c., ads. The Cooper Union for the Advancement of Science & Art. Error to the 3d circuit. Stipulation as to exceptions.

(Indorsed :) Sup. Court U. S., 1876, Octo. term. No. 938. The Inhabitants of the Township of Pompton, in the county of Passaic, P. E. vs. The Cooper Union for the Advancement of Science, &c. Stipulation of counsel amending record. Field 3 April, 1877.

(Indorsement on cover:) No. 310. The Inhabitants of the Township of Pompton, in the county of Passaic, pl'ffs in error, vs. The Cooper Union for the Advancement of Science & Art. NewJersey C. C. U. S. Filed 23 November, 1876.

Second. This is also error in this, to wit:

For that the said judges on the said trial refused to permit the defendants to prove and give in evidence, that in fact the consent and request of two-thirds of the land owners of the township to the issuing of bonds, as required by the act, was not obtained, and that two-thirds of them did not sign the written consent.

Third. There is also error in this, to wit:

For that the Court before whom said cause was tried, charged the jury to the effect that the Montclair Railway Company was authorized by its charter to extend its route to the borders of Pompton township, to the line between Pompton township and Wayne township, in the language following: "I instruct you then, gentlemen, "that the Montclair Railway Company was authorized "to extend its route to the border of Pompton township, "to the line between Pompton township and Wayne "township. The authorized route of the road extended "to Pompton. I do not say that the actual route as after- "wards laid out was thus far extended, but the authorized "route of the road at the time these bonds were issued "extended to Pompton township, that is, to the northern- "most line of Wayne township, which was the division "between Wayne and Pompton."

Fourth. There is also error in this, to wit:

For that the said Court charged the jury that the legislature, in the act of 1868, must have referred to the authorized route of the railroad as distinguished from the actual route thereof, as follows: "Pompton then was at "the end or terminus of the authorized route, and the "legislature must, it seems, in the act of 1868, have re- "ferred to the authorized route, for there was then no "actual route in existence."

Fifth. There is also error in this, to wit:

For that the said Court charged the jury that the township of Pompton was one of the townships which were authorized by the act of 1868 to bond themselves in aid

of the construction of the railroad, as follows, viz.: "Tak-
"ing, therefore, this act of 1868 as it stood by itself, and
"coupling it with the amendment, without relying on the
"action of Judge Bedle in appointing the commissioners
"as a judicial decision of the question and final, I feel
"bound to instruct you that Pompton was one of the
"townships which were authorized to bond themselves.
"You may, therefore, gentlemen, consider that question
"settled as a point of law."

Sixth. There is also error in this, to wit:

For that the said Court charged the jury as follows, viz.: "These commissioners, then, having been appoint-
"ed, it is next contended that they gave no bonds for
"their own conduct, as required by the law. There is
"no evidence that they did not give such bonds, and the
"legal construction would be that they discharged their
"duties. The act of 1868 says in its eighth section, 'that
"'before the said commissioners,' &c. (Court read the
"same to the jury.) That is a mere directory provision.
"Well, does the failure to follow the directions of the act
"in this particular, if there was a failure, render void
"what is done under the act? I apprehend not. I
"think, therefore, gentlemen, that it is a fair and legiti-
"mate presumption, in the absence of all evidence on the
"one side or on the other, that those commissioners per-
"formed their duties; that they did what the law re-
"quired; that they executed the bond required of them.
"Whether they did or not is immaterial in this case.
"Their action is not void even though they gave no
"bond."

Seventh. There is also error in this, to wit:

For that the said Court charged the jury that the act of 1868 did not require that the affidavit of the assessor, to be endorsed on the consent to bond the town, should show that the owners or representatives of two-thirds of the taxable real and landed property of the said town-ship, as appears by the last assessment roll, have signed the consent, and that the affidavit of the assessor endorsed

on the consents was a substantial compliance with what the Legislature required. The Court said: "Now it is "objected that he does not say the owners or representa- "tives of two-thirds of the taxable real and landed prop- "erty of the said township, as appears by the last assess- "ment roll, have signed the consent. The act required "no such thing."

Eighth. There is also error in this, to wit:

For that the said Court charged the jury that the Mont- clair Railway Company had authority "to issue income "bonds—just such bonds as the township of Pompton, "through their commissioners, received for the township "bonds."

Ninth. There is also error in this, to wit:

For that the said Court charged the jury that "the act of "the assembly gives unmistakable authority to these com- "missioners to exchange the township bonds for the "bonds of the railway company."

Tenth. There is also error in this, to wit:

For that the said Court charged the jury, "that there "was nothing in the disposition made of these bonds which "was in violation of the law, or which was transgressive "of the authority which the legislature had given the "commissioners with regard to these bonds."

Eleventh. There is also error in this, to wit:

For that the said Court charged the jury as follows: "The bonds then, I instruct you, gentlemen, were not "unlawfully issued by the commissioners, so far as ap- "pears by the evidence in this case. At least there is "no evidence of an unlawful disposition."

Twelfth. There is also error in this, to wit:

For that the said Court charged the jury that there was no evidence in the case to show that the Montclair Railway Company was not a *bona fide* holder of the bonds, for a valuable consideration, and without notice of

any defect and irregularities in their mode of issue, as follows: "Why, then, was not this railway company a "*bona fide* purchaser? They had no notice of any irreg- "ularity or defect, and I see no evidence in the case that "they were not purchased for a valuable consideration."

Thirteenth. There is also error in this, to wit:

For that the said Court charged the jury that although Mr. Hewitt sent to inquire whether these bonds were legally issued, saying: "Well, it does not appear that "he had any particular notice. He was not bound to look "at the affidavit of the assessor; and suppose it had "been placed before him according to the instructions I "have given you, that affidadit was a substantial compli- "ance with the requirements of the act. If he had had it "before his eyes, he might still have bought them as he "did."

Fourteenth. There is also error in this, to wit:

For that the said Court charged the jury as follows: "There is nothing in the case which would justify you in "finding that Cooper and Hewitt, when they bought the "bonds from the Montclair Railway Company and paid "$100,000 for them, were not *bona fide* purchasers for "value without notice of any legitimate defences to the "payment of the bonds. I so instruct you."

Fifteenth. There is also error in this, to wit:

For that the said Court charged the jury that Peter Cooper "must be considered as a purchaser for valuable "consideration without notice of any defence to these "bonds."

Sixteenth. There is also error in this, to wit:

For that the said Court charged the jury that the whole question involved in said cause was a question of law.

Seventeenth. There is also error in this, to wit:

For that the said Court charged the jury: "In my "judgment, and I so instruct you, the plaintiffs are en-

"titled to a verdict for the full amount of their claim. "I instruct you, therefore, to render a verdict for the "plaintiffs."

Eighteenth. There is also error in this, to wit:

For that the said Circuit Court rendered a judgment in said action in favor of said plaintiffs, when by the law of the land and the evidence in the cause, the judgment should have been rendered in favor of the defendants.

10

And the said The Inhabitants of the Township of Pompton, in the county of Passaic, pray that the judgment aforesaid may be reversed, annulled and altogether held for naught, and that they may be restored to all things which they have lost by occasion of the said judgment.

THOMAS N. McCARTER,

Attorney and Counsel of Plaintiffs in Error.

20

WARD & TICHENOR, Law Case Printers, 832 & 834 Broad St., Newark, N. J.

Supreme Court of the United States.

THE INHABITANTS OF THE TOWNSHIP OF POMPTON IN THE COUNTY OF PASSAIC,

adsm.

THE COOPER UNION, FOR THE ADVANCEMENT OF SCIENCE AND ART.

In Debt.

In Error to the Circuit Court of the United States for the District of New Jersey.

BRIEF OF THOMAS N. McCARTER,

For the Plaintiffs in Error.

The writ of error in this cause removes to this Court the record and proceedings in a suit in the Circuit Court of the United States for the Third circuit and district of New Jersey, which resulted in a verdict and judgment against the plaintiffs in error, (who were defendants below,) for $18,628.47, debt, damages and costs. (Record, page 249.)

The action was debt, and it was founded on sundry bonds issued in the name and on behalf of the plaintiffs in error, and on unpaid coupons for interest on other bonds, part of an issue of $100,000, which were issued in aid of the Montclair Railway Company under the alleged authority of an act of the legislature of New Jersey, entitled "An act to authorize certain townships, towns and "cities to issue bonds, and to take the bonds of the Mont-"clair Railway Company," which act was approved April 9, 1868. It is printed in full in the record, commencing at page 160.

Under the provisions of the first section of that act, twelve freeholders and citizens of the township of Pomp-

ton presented a petition to the Hon. Joseph D. Bedle, then Judge of the Circuit Court of Passaic county, (in which Pompton was situated,) for the appointment of Martin John Ryerson, Edmund K. Board, and Daniel Blauvelt, as commissioners under the act.

The petition bears date June 25, 1868, and was verified by the oath of Henry C. Spalding, sworn to June 26, 1868. This affidavit stated, among other things, that "the said township of Pompton is at a terminus of a route of the Montclair Railway Company."

On the sixth of July, 1868, the Judge made the order appointing the commissioners.

The petition, affidavit and order are on pages 165 and 166 of the record.

These commissioners of the fourth of May, 1870, issued bonds to the amount of $100,000, all of which afterwards came to the hands of the plaintiff below. The bond is set out on pages 167 and 168 of the record.

The consents of the owners of taxable real estate to the issuing of the bonds required by the second section of the act, are on pages 172 to 175 of the record; they bear date respectively July 21, 1868, August 26, 1868, and August 28, 1868.

The oath of the assessor on each was dated December 28, 1868.

I.

The first question presented by this record is "Had the township of Pompton authority under the act to issue its bonds in aid of the Montclair Railway Company?"

The authority as to the townships included in the act, is found in the first section, (Record, page 160.) It authorizes the appointment of commissioners for "*any "township, town or city along the routes of the Montclair "Railway Company or at the termini thereof,*" (excepting Bloomfield.)

The charter of the railway company was passed March 18, 1867, and by the sixth section (Record, page 223,) the route of the railroad is prescribed as follows:

"From the village of Montclair, in the township of "Bloomfield, in the county of Essex, to the Hudson river "at Pavonia Ferry, or at the Hoboken Ferry, or between the "said ferries, and may construct a branch thereof in the "said township, and may extend the said railway into the "townships of Caldwell and Wayne."

This was the only act in force when the commissioners were appointed, and when the land owners gave their consent that the township bonds should be issued.

Subsequently, (March 6, 1869,) a supplement was passed (Record, page 222.) which authorized the company *"to "extend its railway from any point therein to any point "in the township of West Milford."*

No survey of any route of which Pompton was a terminus was ever adopted or filed, and if the idea of making that township a terminus had ever been entertained by the promoters of the railway, it was abandoned before any route was adopted or survey filed. (Record, page 231.)

The sixth section of the railway company's charter makes it lawful for the company to commence the construction of their railway only after *"the route or routes of such railway, and the location or locations of other works, buildings, conveniences, appurtenances and appendages thereof shall have been determined upon, and a survey of such route or routes, location or locations deposited in the office of the Secretary of State."*

When the commissioners for Pompton were appointed, no survey or location of any route had been filed except, perhaps, a short one between the Hudson and Hackensack rivers.

The road was actually constructed under the following surveys:

1. A survey filed April 6, 1870, beginning at the Hackensack river and terminating at Montclair.

2. Another of the same date, beginning at the terminus of the last above, and extending to a point between Mead's Basin and the Pequannock river, in the southern part of the township of Wayne.

These two surveys were located and filed under the original charter of the company. (Record, page 224, fol. 260.)

3. A third, filed June 8, (or 9,) 1870, beginning at the terminus of the last above in Wayne township, and thence through Pequannock township into Pompton, (page 230.)

This last was the first survey of any route to or through Pompton, and was made under the supplemental act, and was not filed until after the bonds in question had been issued by the commissioners.

From this it appears that Pompton township never became a terminus of any route of the railway, and never was or could have been "along the route" of the road which was authorized when the commissioners were appointed and the consents obtained.

It only became "on the route" of the railroad in virtue of legislation passed after the consents of the land owners had been obtained.

Out of this state of things two questions arise.

First. Did the bonding act of 1868 authorize the bonding of any township which never was at the terminus, or on the route of the railroad authorized to be constructed when the act was passed?

Second. Were the consents which were obtained to bond the township of Pompton as a terminus of the road as then authorized, and which, when obtained, could only have been used for that purpose, available to bond the township in aid of an enterprise unlawful when the consents were obtained, and by which Pompton became a township "along the route" of a new and different enterprise?

The first question involves the construction of the act, whether by the expressions "*along the routes or at the termini*," the legislature intended townships along the route or at the termini of the railroad as actually located, or was it the intention to extend the liability to be bonded to any township through or to which it was possible to

build the road under the charter, without regard to its actual location or construction.

On this point the Court charged the jury to the effect that as the road was authorized to be extended into Wayne township, it could under such authority go to the line of Pompton, which was on the boundary of Wayne, thus making Pompton a township "at the terminus" of the route. The Judges say Pompton then was at the end or the terminus of the authorized route, and the legislature must, it seems, in the act of 1868, have referred to the authorized route, for there was then no actual route in existence. (Record, page 241.)

This construction, the plaintiffs in error respectfully insist, was erroneous.

To understand the point fully, we must examine the map to see what townships and cities were liable to be bonded under such a construction.

The map shows that to build the road from Montclair to the terminus on the Hudson, it was lawful for it to be built in and though the following townships and cities, viz:

Bloomfield, Orange, East Orange, Belleville, Woodside, Newark, Harrison, Kearney, Acquackanonk, Union, North Bergen, Jersey City, West Hoboken and Hoboken.

So under the authority to extend the railway to the township of Wayne it might pass through Little Falls, Paterson, Manchester and Caldwell, to reach Wayne.

So in going into Wayne, (on the construction that it could go to any border or boundary of Wayne,) it could make a terminus of any township on which Wayne is bounded, viz: Manchester, Pompton, Franklin, Pequannock and Caldwell.

In like manner by extending into Caldwell it might make a terminus of any township on which Caldwell is bounded, viz: Pequannock, Montville and Hanover, in Morris county, and West Orange and Livingston, in Essex county.

The road as actually located and constructed from Montclair to the Hudson, (which was all that was built

under the original charter,) passed through Montclair, Bloomfield, (not bondable) Belleville, Woodside, Kearney, North Bergen and Jersey City, leaving the following cities and townships which under the act might have been either "along the routes or at the termini," entirely untouched by the road, and neither along the route or at any terminus, viz: Orange, East Orange, Harrison, Acquackanonk, Union, West Hoboken, Hoboken, Paterson, Manchester, Franklin, Montville, Hanover, West Orange and Livingston, fourteen in all.

The question then recurs whether by any fair construction of the act of 1868 the legislature could have intended to impose on all these municipalities the liability to be bonded in aid of this railroad without regard to whether it ever touched or came near to any of them.

The plaintiffs in error contend that the liability was only imposed on such townships as were actually on the routes or at the termini, and not on all which could, by possibilty, become such under the charter.

Acts of this character should be strictly construed. They are a complete subversion of the whole previous policy of the State in regard to the powers to be exercised by townships. Only two such laws were ever enacted in New Jersey, and both of them by the legislature of 1868.

They are now absolutely prohibited by the amended constitution of the State.

They are not to be confounded even with that class of laws which, for public good, confer powers on municipal corporations.

This law confers no power on the township as a corporation. The corporation of a township in New Jersey is composed of the inhabitants of the township, and its powers are exercised and regulated by the legal voters in the township assembled in town meeting, but only within the very narrow and strict limits within which power has been conferred by the acts creating them.

In *Musgrove* vs. *Kennell*, 23 N. J. Equity, 75, the Court of Chancery held that a township committee has no

power to borrow money on the faith of the township, or to authorize any one to borrow money in the name of the township, or to bind the inhabitants to the payment of the money so borrowed.

The Chancellor in that case says, on page 77: "The township committee are not the corporation; the inhabitants of the township are the corporation, and they act not through the committee as managers, but by vote of the inhabitants assembled in town meeting."

So it was held by the Supreme Court of New Jersey, in the case of *Callahan* vs. *Township of Morris*, 30 N. J. Law, 160, that the township committee had no power to authorize an overseer of the roads to expend money for their repair so as to make the township liable to an action.

The Chief Justice, in charging the jury in the trial of the cause, said: "The town committee have no common law power to bind the township. Whatever powers they possess are derived from the statutes. *This case, like the one just tried, shows the importance of protecting the people against their own servants by confining them within the strict limits of the powers conferred by law.*"

This act, departing from this well settled policy, confers the power of imposing upon the whole township a debt to an amount equal to one-fifth of the value of all the real estate in the township, not on the voters of the town, or even on its inhabitants, but upon the owners of two-thirds of the real estate of the township. These may be non-residents, aliens, corporations, women married or single, persons infamous or otherwise disqualified. The great majority of the legal voters may oppose it. The owners of personal property of much greater value than the real estate may object to it, but all without success.

The persons who are to set the machinery of the act in motion are not elected by the people, but are appointed by a judge on the petition of twelve freeholders.

These considerations certainly bring a law of that character within that class of cases which require a strict construction of a law so in derogation of common right.

In *Van Secklin* vs. *Burlington*, 27 Vermont, 70, Judge Isham said: "There is no doubt that townships or

municipal corporations, as well as private corporations, are limited to the exercise of such powers as are expressly given them."

Judge Cooley in his work on *Taxation*, page 209, says: "In the construction of any grant of the power to tax, made by the State to one of its municipalities, the rule which is accepted by all the authorities is that it should be with strictness. The reasonable presumption is held to be that the State has granted in clear and unmistakable terms all it has intended to grant at all, and whatever authority the municipal officers assume to exercise, they must be able to show the warrant for in the words of the grant." This doctrine stated in the text is sustained by numerous authorities cited in the note.

The same rule is laid down even in clearer and stronger terms by Judge Dillon in his work on *Municipal Corporations*, § 605.

Cooley on Const. Lim., 195.

The same rule prevails as to private corporations.

Perrine vs. *Chesapeake & Del. Canal Co.*, 9 How., 192.

Charles River Bridge vs. *Warren Bridge*, 11 Pet., 420.

Commonwealth vs. *Erie & N. E. R. R. Co.*, 29 Pa. St., 339.

Penna. R. R. Co. vs. *National Railway Co.*, 23 N. J. Eq., 441.

Although this law provides that the tax to be levied to meet the interest and the ultimate payment of the principal, is only laid on the real estate of the township, nevertheless the bonds, where properly issued, become the lawful obligations of the township, and when judgments are obtained on them they are general judgments, for which all the resources of the township are liable, and they can be collected out of the general township funds from whatever sources derived. It is not within the scope of legislative power to subject the inhabitants and property of a municipality to burdens imposed not by themselves or their representatives, but by a privileged class of land-holders, who need not be either voters or residents of the township, or even citizens of the State or of

the United States. No authority to delegate the power of taxation has ever been thus far extended.

The foundation of all laws of this character, and the reason for them, is well stated in the Judge's charge:

"The benefits which result from the construction of a railroad *through a town* have been so apparent that the inhabitants have often been willing to extend municipal aid to the construction of such a road, and by the proffer of such aid *have invited the location and construction of the road within their borders* when authorized to do so by legislative authority." (Record, page 238, fol. 267.)

Again, on the same page, at folio 270, he says: "Experience has shown that ordinarily very great advantages do accrue to a town from the construction of a railroad through it; property becomes more saleable because more accessible, it brings higher prices, and the general prosperity of the people of the town is enhanced. Such, I think, has been the spirit in which these bonds have been issued to such a vast extent."

These statements of the reasons and grounds on which such legislation rests, are in accordance with all our experience on that subject.

When, then, we find two classes of subjects that may be construed to be within the operation of a law of this character, one coming fully within the reason and spirit of the law, and the other not, the Court will have no difficulty in limiting the operation of the law to those townships that are within its reason and spirit.

Nor does the argument of the learned Judge, that because the bonds were to be issued in aid of the construction of the road, it was manifest that it was not necessary that the road should be constructed before the towns should be bonded, meet the difficulty.

It was the location of the road and not the construction that fixed the towns that were to be on its route or at the termini, and the charter provides that such location must be adopted and made a matter of record before a step could be taken towards the construction of the road.

With a chartered route so radiating in its character, the legislature might well require that its actual route and termini should be established before the people of any town could intelligently vote or sign the consent to bond the town.

The people of any township, (West Orange, for instance,) would take a very different view of the question of bonding if the road was actually to run to its border, than they would if it ran by a route which actually was not within ten miles of the township.

An examination of the map will show how that argument may be repeated for every other township, which according to the Circuit Court's construction of this railway charter might become a terminus or on the route.

By well settled and elementary rules of construction, the operation of this bonding act must be limited to those townships which are within the reason and spirit of the act.

If the words and meaning of the act can be satisfied with the more limited exercise of the power, it must be held to be thus limited.

The question still remains, whether, if we admit the power to run through Caldwell and Wayne to the boundary of another town, did such other towns form the termini which the act intended ?

Pompton was across the Pequannock river from Wayne. The line ran to the middle of the river.

It could not be an available terminus, except by a bridge which the company was not authorized to build, for, by the most liberal interpretation of its charter, it could only go to the dividing line, which in this case was in the middle of the river.

The great weight of the argument is in favor of making Wayne and Caldwell the termini at that end. They were authorized to go *into* those towns, they would be the termini by the natural and ordinary meaning of the language.

In common parlance if we are told that a road is authorized to run into a township, and the act speaks of townships at the termini, the townships into which it is authorized to run would be the natural termini.

See *Union Pacific R. R. Co.* vs. *Hall and al.*, 91 U. S., 343.

State, Morris & Essex R. R. Co. vs. *Hudson Tunnel R. R. Co.*, 9 Vr., 38, as to the meaning of the word "shore."

II.

The second question arising out of the facts proved is:

"Were the consents which were obtained to bond the township of Pompton as a terminus of the road, available to be used after Pompton could no longer be either a terminus nor on the original route of the road?"

It will be remembered that the appointment of commissioners was obtained on the unauthorized oath of the railway company's agent that Pompton was one of the termini.

(Page 166.)

The appointment was made June 26, 1868.

The consents were obtained promptly after that, in July and August, 1868. (pp. 122–3.)

The bonds were not issued until May 4, 1870.

In the meantime the route of the road and the character of the enterprise were changed by legislation.

On March 16, 1869, the road was authorized to be extended into West Millord.

The map shows the extent of the change.

This state of facts brings the case within the principle of those authorities which hold that a material deviation from the enterprise subscribed for releases the subscribers.

Angell & Ames on Corp., §§ 537–38–39–40.

Union Locks & Canal Co. vs. *Towne*, 1 N. H. R., 44, by Judge Woodburn.

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Macedon & Bristol Plank Road Co. vs. *Lapham*, 18 Barb., 312.

Middlesex Turnpike Co. vs. *Locke*, 8 Mass., 268.

" " " vs. *Swan*, 10 Mass., 384.

Kean vs. *Johnston*, 1 Stockt., 401.

Zabriskie vs. *Hackensack & N. Y. R. R. Co.*, 3 C. E. Green (18 N. J. Eq.), 178.

Caley vs. *Philadelphia & Chester Co. R. R. Co.*, 80 Pa. State, 363.

The rule was fully recognized in this Court in *Nugent* vs. *Supervisors*, 19 Wall., 241.

In that case the Court held the principle did not apply, because the change was a consolidation with another company which was expressly authorized by the charter when the subscription was made.

See also—

Clearwater vs. *Meredith*, 1 Wall., 25.

Stevens vs. *Rutland & Bur. R. R. Co.*, 1 Am. L. R., 154.

The fact that New Jersey has a general law making all charters subject to alteration or repeal, at the will of the legislature, does not alter the case.

That precise question is discussed in the case of *Zabriskie* vs. *Hackensack R. R. Co.*, and the Court of Chancery of New Jersey, construing a statute of that State, holds that it does not justify a change in the objects of the incorporation.

The change in that case was not so radical or important as in this.

Norson vs. *Town of Port Washington*, 37 Wis., 168.

The rule is especially applicable here, because the third section of the act directs expressly that the money raised by the bonds "shall be applied and used in the construction of *said railway*, its buildings, equipment and necessary appurtenances, *and for no other purpose.*" (p. 161.)

The commissioners in this case took special pains to see

that the money was expended for another purpose, *i. e.*, the building of a railroad not then authorized.

Nor does the fact that the township did not subscribe for stock but took bonds, make any difference in principle.

The bonds taken in this case were income bonds unsecured and containing a pledge of the income of the road.

The town might well have been willing to subscribe for and take bonds of that character when the road was short and running through a densely populated region, while it would not have taken such bonds had it known that the enterprise would have been loaded down with the West Milford extension through a very wild mountainous country, with very little population or business, an addition which required a mortgage which came in ahead of the income bonds and bankrupted the road.

In one case, *Irvin* vs. *Turnpike Co.*, 2 Pen. and Watts, 466, it was held that the benefits which result to individual property by the location of the road, did not in contemplation of law enter into the consideration of a contract of subscription.

But Mr. Justice Strong, in the extracts from his charge above quoted, clearly shows that is precisely the consideration which enters into the issuing of bonds like these.

The township had a right to suppose that the road would be built only as authorized by the charter, when the consents were signed.

To issue the bonds in aid of a new route not contemplated when the consents were obtained, was not warranted by the consents.

The case of *Marsh* vs. *Fulton Co.*, 10 Wall., 676, is in point.

This case was put upon the ground that the road in aid of which the bonds were issued, was different from the one for which they had been voted. The Court say:

"A subscription to a company whose charter provided

for a continuous line of railroad of two hundred and thirty miles across the entire state, was voted by the electors of Fulton county, not a subscription to a company whose line of road was less than sixty miles in extent, and which, disconnected from the other portions of the original line, would be of comparatively little value."

This case also holds that this defence is available against a *bona fide* holder.

See also *Sherrard* vs. *Lafayette Co.*, 3 Dill., 236. *State* vs. *Saline Co.*, 51 Misso., 350.

In *Harshman* vs. *Bates County*, 92 U. S., 569, a somewhat similar question was raised, and the decision is in conformity with the doctrine contended for by plaintiffs in error.

To the same effect is—

County of Bates vs. *Winters*, 97 U. S., 83.

The case of *Scotland Co.* vs. *Thomas*, 94 U. S., 682, is not in conflict, because it was there held that the consolidation was in aid of the object of the original charter.

Besides, in that case the power to subscribe stock in a county was held to be a privilege of the company in its charter, and as such passed to the new corporation formed by the consolidation.

III.

The Court erred in its charge, on page 242, folios 287–8, as to the commissioners giving bonds.

The eighth section of the act (p. 163) provides "that before the said commissioners, or either of them, shall enter upon the discharge of their duties under this act, they shall jointly and severally," give bonds, &c.

The twelfth plea, page 158, avers that no such bond was given, and that plaintiff had notice.

This plea was first demurred to. (p. 159.)

The demurrer was overruled, and the plaintiff took

issue on the fact of the bond by averring that the commissioners did give bond. (p. 160, fol. 127.)

A direct issue was made by the pleading on that point, of which plaintiff assumed the affirmative.

No proof was offered on the subject.

Under these circumstances the charge was made.

Plaintiffs in error contend that plaintiff below had assumed the affirmative of an issue which the Court by overruling the demurrer to it had declared material.

When such an issue is assumed the fact that a presumption arises in favor of the affirmative is not proof of it.

Smith vs. *Sac Co.*, 11 Wallace, 139–146.

In that case it was admitted that a presumption arises in favor of the holder of a negotiable instrument that he was a *bona fide* holder for value and before maturity, but inasmuch as a direct issue on that question was made in the pleadings, it was held that plaintiff was bound to prove it, although he had unnecessarily averred it.

The provision for giving bond is not directory, it is jurisdictional.

It was as essential to their action as the prior appointment, so made by the act.

Now, it is well settled that the maxim, "*Omnia presumantur rite esse acta*," cannot be invoked to give jurisdiction.

Broom's Maxims, 950.

The case of *Williams* vs. *Peyton*, 4 Wheat., 77, is much in point.

The Court held there that no presumption arose that because a tax collector had given a deed for land sold by him for taxes, that all the prerequisites had been complied with.

The Court say: "As the collector has no general authority to sell lands at his discretion for the non-payment

of the direct tax, but a special power to sell in the particular cases described in the act, those cases must exist or his power does not arise. *It is a naked power, not coupled with an interest*, and in such cases the law requires that every prerequisite to the exercise of the power must precede its exercise, that the agent must pursue the power or his act will not be sustained by it."

The subject is learnedly discussed in—

Hill vs. *Draper*, 10 Barb., 454.

See also—

Stead's Exr. vs. *Course*, 6 Wheat., 129.
Rex. vs. *All Saints*, 7 B. & C., 785.
Graham vs. *Whitely*, 2 Dutcher, (N. J.) 254.
Carron vs. *Martin*, Ib., 294.

In *Commissioner of Knox Co.* vs. *Aspinwall*, 21 How., 544, the Court say:

"The act in pursuance of which these bonds were issued is a public statute of a State, and it is undoubtedly true that any person dealing in them is chargeable with a knowledge of it; *and* as this board was acting under delegated authority, he must show that the authority has been properly conferred."

See also—

Perrine vs. *Farr*, 2 Zab., 356.
Paret vs. *Bayonne*, 39 N. J. Law (10 Vroom), 564.

IV.

The act authorizing the appointment of these commissioners is unconstitutional.

The Constitution of New Jersey, Art. III., Sec. 1, provides as follows:

"The powers of the government shall be divided into three distinct departments, the legislative, executive and judicial, and no person or persons belonging to or constituting one of these departments shall exercise any of the powers properly belonging to either of the others."

The appointment of township officers is a legislative or political act, and not in any sense judicial.

Municipal corporations are creatures of the legislature, and their powers are purely legislative and not judicial.

"Municipal corporations are mere auxiliaries of the State government in the important business of municipal rule. The legislature may create them at will from its own views of propriety or necessity, and without consulting the parties interested."

Dillon Munic. Corp., 118.

It is elementary that these municipal corporations exercise a portion of the legislative power of the State delegated to them from motives of public convenience.

The commissioners appointed under this act are township officers.

The 11th section of the act speaks of the expiration of their *term of office.*

By the 13th section they are made a board to act for the township.

The 1st section says they shall hold their *office* for five years.

The 8th section makes them liable for *malfeasance in office.*

In fact the legislature, by act of March 27, 1874, (Record, p. 164,) enacted that the township committees of the several townships shall be the commissioners.

Here is a clear legislative declaration that the duties are municipal.

The same act cannot be both legislative and judicial.

The appointment of township officers is in no sense a judicial act.

Could the legislature authorize a judge to appoint a mayor, assessor or collector of a city?

The fact that such officers are either appointed by the legislature, or by the people to whom the legislature delegates the power of appointment, shows that it is not judicial.

The Judge of the Circuit Court is a person belonging to the judiciary.

The constitution forbids his exercising any power properly belonging to the legislative department.

The two cannot be blended nor shade into each other. What is lawful for one is unlawful for the other, and *vice versa*.

The legislature could not, therefore, confer on a Judge of the Circuit Court the power to appoint to a township office in face of so stringent a constitutional prohibition.

V.

The commissioners had no authority to exchange the bonds of the township for income bonds unsecured.

Granting that under a power to borrow money an exchange was admissible, still it must be such an exchange as the act contemplated.

The act authorizes the commissioners to invest the money in the bonds of the railway company.

It makes reference to the charter of the company, and it is plain that it referred to such bonds as the railway company was authorized to issue.

The 18th section (page 227,) authorizes the issue of bonds to be secured by mortgage.

Such were the bonds referred to for which the commissioners were authorized to subscribe.

"*Expressio unius est exclusio alterius.*"

VI.

There was evidence which should have been left to the jury, as to the bona fides of any of the so-called purchasers of these bonds.

1. The railway company.

In the first place it was not a purchaser in the sense which closes the door of evidence against it.

Jones on Railroad Securities, § 299.

It was the original obligee—a *bona fide* purchaser of a negotiable security is one who acquires title after the

security has been put on the market and has gone into circulation.

2. It did not act in good faith.

Mr. Spalding says (page 219,) that H. A. Fuller was the nominal purchaser, ostensibly as an independent purchaser, gave his check for $100,000, which was a mere form resorted to because the company were advised they could only be sold for cash, (page 220); after the check had served that purpose it was handed back to Fuller.

The bonds were not delivered to the railway company, but a contract was made to deposit them, and they were only to be delivered when the money was spent in the township. The plan was all contrived before the bonds were issued. A question of good faith is specially a question for a jury.

It was for the jury to say whether they were purchasers in good faith, when it is proved without contradiction that they resorted to a device to get around the law, and never got either the possession or the right to the possession by anything that occurred at the time of the purchase.

(See also Ryerson's evidence, pp. 180–1.)

The sale was really to the railway company, and an agreement containing false recitals that Fuller was the owner was entered into. (page 184.)

3. As to Cooper and Hewitt.

They became purchasers from the railway company who had no authority to own these bonds. They bought them without seeing them. Mr. Hewitt relied on no recitals, but judged for himself about the performance of the prerequisites, (pp. 211–2). The purchase was part of another contract for right of way and sale of ties.

He knew they had been exchanged for income bonds. He did not advance his money on the faith of these bonds, (p. 212, fol. 278,) and did not obtain possession of them till long afterwards. The railway company had not possession when the contract was made. He doubted their legality and took a guaranty not only as to their pay-

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3. As to Cooper and Hewitt.

They became purchasers from the railway company who had no authority to own these bonds. They bought them without seeing them. Mr. Hewitt relied on no recitals, but judged for himself about the performance of the prerequisites, (pp. 211–2). The purchase was part of another contract for right of way and sale of ties.

He knew they had been exchanged for income bonds. He did not advance his money on the faith of these bonds, (p. 212, fol. 278,) and did not obtain possession of them till long afterwards. The railway company had not possession when the contract was made. He doubted their legality and took a guaranty not only as to their pay-

ment, but a separate guaranty also as to their legality, (p. 199, fol. 189.)

The jury should have passed on these facts.

4. Peter Cooper was bound by the contract Mr. Hewitt made.

Cooper and Hewitt were his agents for the purchase of the bonds, (p. 218, fol. 242.)

5. The Cooper Union paid nothing for them, and Mr. Hewitt was a trustee of the Cooper Union.

VII.

If there was evidence to go to the jury of the want of *bona fides* on the part of the purchasers, or that they did not in fact rely on the recitals in the bonds, then the Court should have admitted evidence to show that the consent of two-thirds was not obtained.

The doctrine in virtue of which the Court has generally shut out evidence in denial of representations or recitals in the bond, is the doctrine of estoppel; that the township is estopped from denying the facts asserted by their agents. But that doctrine has no application here because it appears that such recitals were not acted on, and it is only when they are acted on that a party is estopped from denying the truth of his representations.

See *Bigelow on Estoppel*, p. 560, *et seq.*, and cases there cited.

Hermann on Estoppel, §§ 327–8–9.

See especially on this point—

Freeman vs. *Cooke*, 2 Exch., 654.

Newton vs. *Leddiard*, 21 Q. B. (Ad. and Ell.) 925.

Carncross vs. *Lorimer*, 3 Macqueen, H. L. cases, 829; S. C., 7 Jurs. N. S., 149.

Piggott vs. *Stratton*, 1 DeG., F. & J., 33.

Jewett vs. *Miller*, 10 N. Y., 402.

Callen vs. *Grote*, 4 E. D. Smith, 296, (N. Y. Com. Pleas.)

It appears affirmatively in this case that Mr. Hewitt did not act or rely on any recital in the bond; in fact he

never saw the bonds when he made his contract, and the same is true of Peter Cooper.

The money paid for the bonds was charged to the Cooper Union in virtue of a gift from Peter Cooper. The purchase was by Hewitt, who was agent of Peter Cooper, and trustee of the Cooper Union. (Page 218, fol. 243.)

Under these circumstances the jury should have been permitted to pass upon the question of bona fides in the purchaser and want of notice.

In this point of view the form of the assessor's affidavit endorsed on the consents, becomes of consequence.

The second section of the act provides that the written consent of persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of such township, town or city borne on the last assessment roll thereof, at the valuation thereon appearing, shall be obtained.

It then further provides that the fact that the persons signing such consent, own or represent *as aforesaid*, at least two-thirds of the taxable real and landed property of such township, town or city shall be proved by the assessor's affidavit, endorsed upon or annexed to such written consent.

Three different consents (so called) were procured, one dated July 21, 1868, with forty-six names appended, and another dated August 26, 1868, with forty names appended.

On each of which is endorsed or annexed an affidavit of Charles F. Johnson, assessor, stating in general terms that the owners or representatives of at least two-thirds of the taxable real and landed property have signed the consent to issue bonds, &c.

The third was dated August 28, 1868, has forty-eight names appended, and to that is appended the affidavit of the assessor, that the owners or representatives of at least two-thirds of the taxable real and personal property of said township have signed "the annexed consent" to issue bonds, &c.

It will be observed that the two affidavits above referred to state generally that owners of the requisite amount have signed consents, but they nowhere state that the persons whose names are appended to the consents are such owners.

Nor does either of the three state that the consent of two-thirds was obtained at the valuation appearing on the assessment roll of the previous year.

Now, that was the character of the consent that was required to be obtained, and it was the same fact that the assessor's affidavit was required to prove.

It never was intended that the consent could be procured at one valuation and the affidavit based on another.

These affidavits may be all true, and yet it nowhere appears that the act has been complied with in regard to obtaining the valuation of the assessment roll; there is not the remotest allegation anywhere that the assessment roll was ever referred to or used to obtain the two-thirds.

As that fact never was proved in the way pointed out by the act, it was competent for defendants on the trial to show that it was not in fact true.

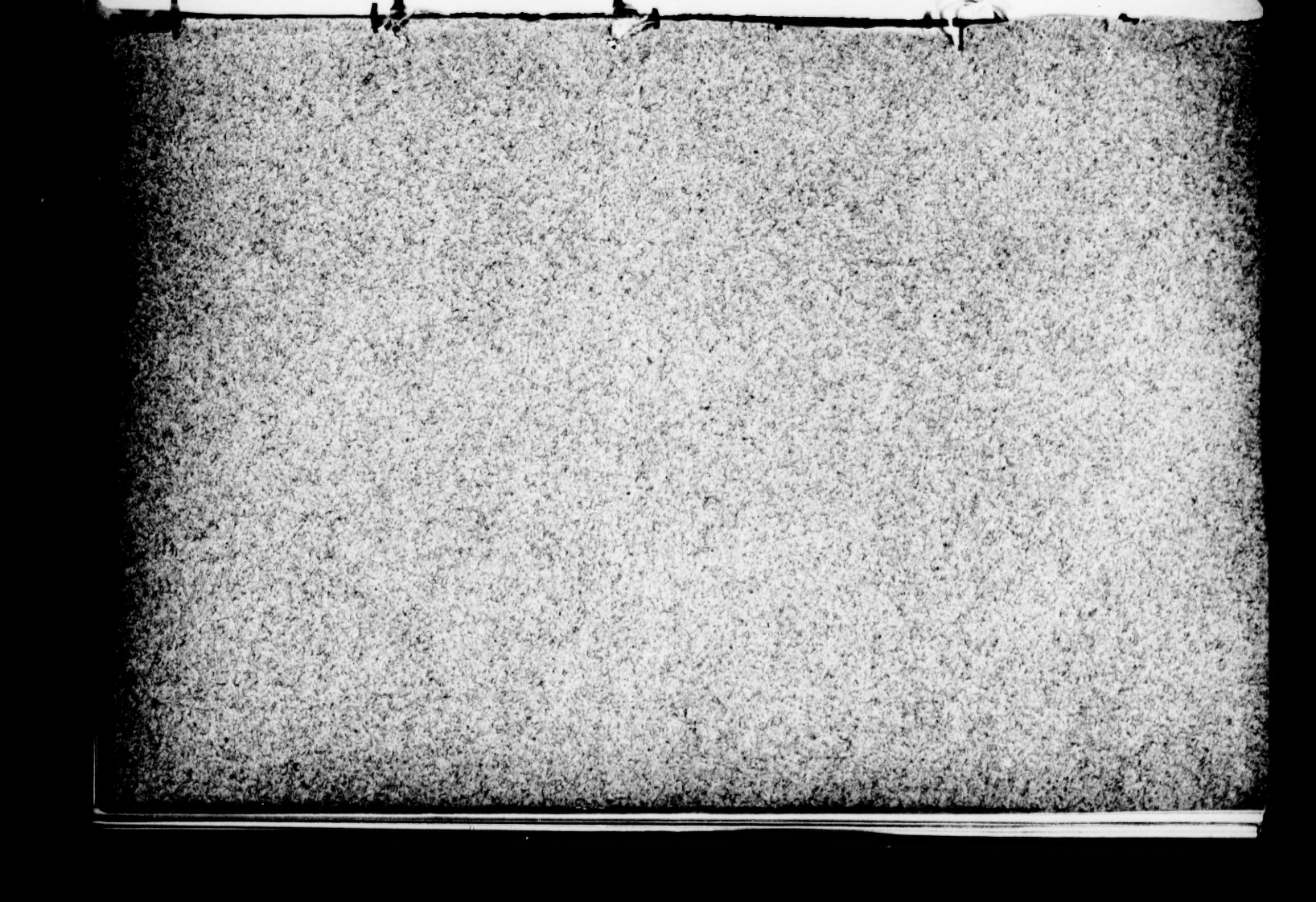
When, then, Mr. Hewitt not only did not rely on the recitals, but examined for himself the consents, which disclose the infirmity in the affidavits, he was not in any position to say that defendants were estopped from proving that such an important and jurisdictional fact was wanting in the case.

The recent case of *McClure* vs. *Township of Oxford*, 94 U. S. (4 Otto,) 429, shows not only the duty of inquiring, but also charges an inquirer with notice of all that a proper inquiry would have disclosed.

For the above reasons plaintiffs in error respectfully insist that the judgment should be reversed.

THOMAS N. McCARTER,

Attorney of Plaintiffs in Error.



Supreme Court of United States.

THE INHABITANTS OF THE TOWNSHIP OF POMPTON,

vs.

THE COOPER UNION FOR THE ADVANCEMENT OF SCIENCE.

BRIEF OF FRED'K T. FRELINGHUYSEN.

WARD & TICHENOR, Law Case Printers, 832 and 834 Broad Street, Newark, N. J.

Supreme Court of United States.

THE INHABITANTS OF THE TOWNSHIP OF POMPTON

vs.

THE COOPER UNION FOR THE ADVANCEMENT OF SCIENCE.

BRIEF OF FRED'K T. FRELINGHUYSEN.

STATEMENT OF THE CASE.

The Montclair Railway Company was incorporated March 18, 1867, p. 222. The charter authorized the construction of a railroad from Montclair, in the township of Bloomfield, southeasterly to Pavonia, (north of Jersey City,) on the Hudson river; and authorized a branch thereof, from Bloomfield, in a northwesterly direction, "extending *into* the townships of Caldwell and Wayne." Caldwell township adjoins and is north of Bloomfield, and Wayne adjoins and is north of Caldwell. Pompton adjoins and is north of Wayne.

There is in the charter of 1867 no express authority whatever to extend this branch road into Pompton township; the authority is only to extend it into Caldwell and Wayne; Pompton is not named in the act. If the terminus of a road is a part of it, such terminus must be in the township to which the road is restricted. We claim that the terminus, the beginning and middle of the branch, are by the charter authorized only to be in Bloomfield, Caldwell and Wayne. A year later, April 9, 1868, an act was

passed providing that on the application in writing of twelve or more freeholders, resident in any township *along the routes* of the Montclair Railway Company, *or at the termini thereof*, (except Bloomfield,) it should be the duty of the Circuit Judge to appoint three resident freeholders commissioners to bond the township, etc., provided that the commissioners should create no debt and issue no bonds until freeholders owning two-thirds in value of the property of the township should, with due formality, consent thereto, (pp. 160, 161.)

On June 25, 1868, an application was made to have commissioners appointed for Pompton township by freeholders of that township, (p. 165.) On June 26, 1868, Henry C. Spaulding made affidavit (which was entirely unauthorized by the law,) that the application was signed by more than twelve freeholders of Pompton, and that "*the township of Pompton, in the county of Passaic, and State of New Jersey, is at a terminus of a route of the Montclair Railway Company,*" (p. 166); and on July 6, 1868, the Circuit Judge, on the presentation of this application and affidavit, appointed commissioners for the township of Pompton, (p. 166). On December 28, 1868, freeholders claimed to represent more than two-thirds in value of the property of the township, consented to the commissioners bonding the township for the construction of that railway, the only one then authorized, (p. 174).

The only legislative sanction for the bonding of Pompton, or for the appointment of commissioners to do so, are the two laws before referred to, that of 1867 and that of 1868, which together provide that the Montclair Railway Company may extend a branch from Bloomfield into Caldwell and Wayne, and that the townships along the routes and at the terminus thereof may be bonded; and as authority to go into Wayne is authority to go to the Pompton line, Pompton was, as claimed by the plaintiffs and denied by the defendants, made a terminus and subject to be bonded. It was under these laws and to bond Pompton as a terminus, that the commissioners were appointed. The requisite two-thirds consent, without which the issue of bonds is by the act of 1868 expressly prohibited, was a consent under the laws of 1867 and 1868 to bond Pompton as a terminus of a railway ex-

tending through Wayne. There was no authority for any other route, and no other grounds on which it would be claimed that Pompton could be bonded.

After the appointment of commissioners on July 6, 1868, and after the giving of the consent on December 28, 1868, nothing further was done until March 16, 1869, when under an act passed that day the whole programme was changed. That act stated, that whereas the Montclair Railway Company was authorized to extend a branch into Wayne, and it was desirable to extend it to West Milford, therefore it was enacted that the company be authorized to extend its railway accordingly, (p. 227). A route was then located in accordance with the new law. No route had ever been located through Wayne to its northerly boundary; which it is claimed would have made Pompton the terminus, and as which only was there any law for it to be bonded. With the passage of the act of 1869, the idea of a route through Wayne to its northerly boundary, making Pompton, as claimed, a terminus, was, if such idea ever existed, abandoned. The two-thirds consent had been given, and as there was no other route authorized, could only have been given, to a route through Wayne to its northerly boundary. By the route located, after running a few miles into Wayne to near Mead's Basin, the route diverged to the west into Pequanoc, then through Pompton to West Milford, making it, instead of Pompton, the terminus.

This change of route from that which the inhabitants of Pompton owning two-thirds of the real estate wanted, and by the statutory document had consented to, sufficiently appears to have been made for the purpose of accommodating transportation to Cooper & Hewitt's furnace.

The act of March 16, 1869, authorizing this new route, gave no additional power to bond townships, and did not dispense in any way with the prerequisite of a two-thirds consent. This being the situation on May 4, 1870, the commissioners appointed as stated on July 6, 1868, executed one hundred bonds of Pompton for $1,000 each, and took therefor the check for $100,000 of Hernando A. Fuller, who had a contract with the Montclair Railway Company to build the railway through Paquanoc and

through Pompton to West Milford (p. 179), and Fuller on the same day, May 4, 1870, entered into a contract with the commissioners that they should keep the Pompton bonds, and only as he should expend $10,000 in the construction of the railway on the West Milford route, a like amount of bonds should be delivered to him (p. 184 and pp. 178, 179); with Fuller's check of $100,000, the commissioners on the same day, May 4, 1870, bought of the Montclair Railway Company $100,000 of the income bonds of that company, (p. 179). On September 6, 1870, these Pompton bonds were owned by the Montclair Railway Company, and on that day Cooper & Hewitt made a contract with the Midland Railway Company (p. 188) by which Cooper & Hewitt agreed to take the Pompton bonds from the railway company at par, and to permit that company to lay their railway through their lands without charge; and in consideration thereof the railway company were to abandon the Pompton terminus route and construct their road on the West Milford route (p. 236); to have the road open for business to Cooper & Hewitt's furnace by January 1, 1872; to transport for them at 2 and 1½ cents per ton per mile, and to afford various other advantages to Cooper & Hewitt.

These bonds, as they were only issued by the commissioners as the construction of the railway on the West Milford route progressed, were not received by Cooper & Hewitt until February 6, 1871, (p. 213). For twenty years before this Peter Cooper had been in the habit of keeping large amounts of capital with Cooper & Hewitt, and on December 31, 1870, they had credited at his request the Cooper Union with $100,000, as a donation from him, (p. 218); and on February 12, 1871, the bonds were by the letter of Peter Cooper donated to the Cooper Union, (p. 205). Thus it appears that Cooper & Hewitt have a railroad transportation to their furnace with a favorable contract as to rates, for which the inhabitants of Pompton are called to pay, while the road, for which alone, if for any, there was any legislative sanction for bonding the township, and to which alone the inhabitants had consented, is no where.

Mr. Justice Strong in his charge states the law to be that, "If the bonds have been issued in accordance with the authority given by law, it is uniformly held that the holder is entitled to enforce them against the town that made them," (pp. 239, 240); and again, that "without legislative sanction a municipality has no power to extend such aid to a railroad company," (p. 238.)

Upon this law, which it is unnecessary to say is correctly stated, the inhabitants of Pompton base their defence to the bonds, and we submit as follows:

I. That there is no legislative sanction for bonding Pompton under the laws of 1867–1868, because Pompton is not along the route of the railway for the construction of which bonding was authorized, and the law of 1869, which places Pompton on the line of the route authorized by that law, confers no bonding power, and because Pompton is not, in fact, or in contemplation of law, a terminus of any route of said railway.

1. The two laws of 1867 and 1868 together, provide that any township along the routes of the Montclair Railway Company, or at the termini thereof, may be bonded. The statutory route of the railway by the law of 1867, is that it begin at Bloomfield "and extend *into* the townships of Caldwell and Wayne," (p. 223); of course Pompton is not claimed to be along it.

The statutory route under the law of 1869, is from any point of the railway to any point in West Milford, (p. 228). Pompton is along the line of that route; but the act of 1868, which alone contains the bonding power, extends the power to bond only to routes then authorized, (p. 160,) and besides the act of 1869, provides that it shall not be construed to extend the bonding power given by the act of 1868, as we shall more fully observe, (p. 228.)

2. Neither is it true that Pompton was at any time, in fact, a terminus of any route of the Montclair Railway; only two surveys of that railway were ever filed under the act of 1867, both made by Wood, engineer, one dated April 6, 1870, extending from a point near the Hackensack river to the village of

Montclair, (p. 233,) and another of the same date from the village of Montclair to Mead's Basin, in Wayne township. The survey made or railway constructed according to the act of 1867, to which the bonding act of 1868 alone refers, were never within miles of Pompton. The Circuit Judge entertained jurisdiction to appoint commissioners for Pompton, only on the loose affidavit of Spaulding, that Pompton was at the terminus of the railway, (p. 106). Spaulding made this affidavit nearly two years before the survey was made, because the company then, as he says, proposed to run to Pompton, which purpose he says was abandoned, (p. 231). Pompton was never in fact at the terminus of the railway.

3. As Pompton was not actually, or in fact, so it was not potentially or in contemplation of law a terminus of the railway.

The charter of 1867 authorizes the company to construct a railway from Montclair, in the township of Bloomfield, to the Hudson, and then says that the company may construct a branch thereof in said township, and "*may extend* the said railway into the townships of Caldwell and Wayne;" and as a railway cannot be constructed without legislative authority, the legal effect of the act is the same as if it had enacted "that the said railway may not enter the township of Pompton." And if the act had so affirmatively declared, surely authority to bond townships "at the terminus of the route of the road" would not by description include Pompton, and thus enable a mere property majority to incumber against their will, the property of the minority. The terminus is contiguous, is proximate to Pompton, but is not *at* Pompton. The jurisdiction of our States is limited by imaginary lines running between them, but that jurisdiction is as distinct and destinguishable when at the line as at the remotest corner of the State.

If the terminus of the railway is in contemplation of law at Pompton, then the company would have a right to condemn land in Pompton for a terminal depot, and yet the act in its legal effect says the company shall not enter Pompton. Besides the act makes express provision for the bonding of Caldwell and Wayne,

if they are along the line of the railway, and says that Bloomfield, though along the line, may not be bonded, and the expression on the part of the legislature as to those townships and its silence as to Pompton, is most significant of the legislative conclusion that townships into which the railway could not enter could not there have its terminus.

It is said that as the act of 1868 provides that townships along the routes of the Montclair Railway Company, and at the termini thereof may be bonded, that the words "and termini thereof" are superfluous if Pompton is not considered one of such termini. This is a mistake, there are three termini without including Pompton. The main road extends from Bloomfield east to Pavonia, and each is a terminus, and the branch extends from Bloomfield to Wayne, and the latter is in fact a terminus to the road as built under the law of 1867, because that railway extends but a few miles into the township of Wayne. It would be carrying the bonding power very far to hold that a township not named, into which the railway may not enter, and towards which neither survey, location or road ever approaches to within miles, can be bonded as a terminus, because adjacent to a township into which the railway may enter.

The charge states that authority to go to or into a place is authority to go to any point in the place, and as the company was to go into Wayne, it had the right to go to the boundary between that township and Pompton, (p. 241). That is certainly true, but legal construction does not carry the road or any of its incidents beyond tthe boundary of Wayne, and that is what is claimed.

Authority to build a railway to or into Georgetown, with authority to bond the municipalities on its line and at its termini, would be construed authority to come up to the boundary between Washington and Georgetown, (as formerly existing) and to bond Georgetown either as along the line or as a terminus, but would not be authority to bond Washington. The terminus of the route is *at* Georgetown, and Washington is adjacent to it.

II. Admitting, however, that Pompton would be the terminus of a route extending to the northerly boundary of Wayne, adjacent to Pompton, it still is not subject to be bonded, because the language of the law makes it necessary to look outside of it to discover its meaning, and so looking, it is manifest Pompton was never a terminus. When an act authorizes certain named municipalities to be bonded for the construction of a railroad, the bonding naturally precede the construction, and the bonds must be paid even if there be a failure to construct the road. This is not that case, no defence is set up because of a failure to construct the road.

The defence is that Pompton is not within the description of townships authorized to be bonded. Pompton is not named in the act. It would not appear by the act and a map together, that Pompton was a terminus. The act authorizes the company to extend into Caldwell and Wayne. If the road was extended only into Caldwell, then Wayne would be the terminus. If Pompton is within the description of the act it is because the route of the road extended to the northerly boundary of Wayne, thus making the adjacent township of Pompton a terminus, and that can only be determined by looking outside the law, to the facts, and so looking we find that no survey, route, location or road was ever made approaching within miles of the boundary between Wayne and Pompton, and that the route and road then left Wayne and proceeded on to West Milford. If a railway is authorized from Philadelphia to Harrisburgh, and the law authorizes the counties on its route to be bonded, surely no county comes within the description until the route is located. Pompton, within the description of the act, was not the terminus of the route until a route was run or located to the northerly boundary of Wayne, and that has never been done.

III. If there be any law authorizing an issue of bonds by Pompton, it is the act of 1867 (p. 223), which provides that the Montclair Railway Company may construct a branch from Bloomfield, extending into Caldwell and Wayne, together with the act of 1868, which provides that townships along the route of the Montclair Railway, and at the termini thereof, may be

bonded (p. 160). The bonds in question were not issued under that authority, and under no other. Under those laws, June, 1868, application was made to the Circuit Judge accompanied by affidavit, that Pompton was the terminus of the route, and under it the Judge, July, 1868, appointed commissioners "to carry into effect the purposes and provisions of the said act," (pp. 165, 166). Under those laws the owners of two-thirds in value of the property of the township, December, 1868, consented that the township be bonded (p. 172), and that is all that was ever done under those acts.

On March 16, 1869, the company obtained a law authorizing them to build their road from any point on their road to West Milford, thus abandoning even the idea of Pompton as a terminus, (p. 227). On April 5, and June 8, 1870, surveys were filed leaving Wayne near Mead's Basin, and going into Pequanoc and Pompton, and making West Milford the terminus, (pp. 134, 135, 136, 137.)

On May 4, 1870, the commissioners agreed to deliver bonds to Fuller, the contractor, in sums of $10,000, as it was certified that he had expended such amount in constructing the railway, not through Wayne to the boundary of Pompton, but on the railway to West Milford, (pp. 178, 179, 184,) and the bonds were so delivered.

There was no legislative authority to bond Pompton for the construction of that road. It is only as the terminus of a road running through Wayne that this unnamed township can be brought within the description of townships that may be bonded. There was no authority to appoint, and the freeholders had not applied for, commissioners for that purpose, and commissioners were not appointed with any such powers. The consent of the two-thirds in value of the property was not for that road.

The only provision that gives any pretence of authority for bonding Pompton for the purpose of constructing the road through Pequanoc and Pompton, and to West Milford, is the claim that the act of 1869 placed Pompton in the same position as to being bonded, as did the acts of 1867 and 1868, in that, the IV. section of the act of 1869 says that the act shall not be

construed to extend the operation of the act of 1868 (the bonding act) to any township through or to which the railway was not before authorized; and that, as the railway was before authorized, as is claimed, to Pompton, therefore this act, by a negative pregnant, authorizes Pompton to be bonded for the new route through it, in the same manner the acts of 1867 and 1868 authorized it to be bonded as a terminus. This is only a pretence. The exception to the prohibitory section (Sec. IV., p. 228) refers only to Caldwell and Wayne. The act of 1867 gave authority to extend the railway into the townships of Caldwell and Wayne The preamble of the act of 1869 says: "Whereas the company is authorized *to extend its railway into the township of Wayne*, and it is desirable to go to West Milford, therefore it may do so," &c. Therefore as the act of 1867 shows that Caldwell is the township *through* which, and preamble of the act in question shows that Wayne is the township *to* which the act in question contemplated the railway as extending, it is clear that when this act of 1869 now in question says that the bonding power of the act of 1868 shall not be construed to extend to any township *through* or *to* which the railway was not authorized to extend before the passage of the said act of 1689, that it refers to Caldwell as the township *through* which, and to Wayne as the township *to* which the road extends, and to which the bonding power is not restricted. If it be said that the rule to the effect that the authority to go *into* a township is authority to go to any point in it, applies to the construction of this IV. section of the act of 1869, and that by that rule Pompton would be the township to which the railway was authorized to extend, (as contended in the construction of the act of 1867,) we say that is not so, for the reason that the very purpose of this act of 1869 is to divert the railway so that it will not, and in contemplation of law is not, to extend through Wayne *to* Pompton

By the law of 1867 and 1868, Pompton could only be bonded as a terminus of a railway extending through Wayne, and it would be a strange construction that would make the IV. section of 1869, restricting the bonding power, change, enlarge and extend that power. But it is unnecessary to further argue this

point. There was no application to have commissioners appointed to bond Pompton for the construction of the West Milford road. They were not so appointed. They were never invested by the law, or by the appointment of the Circuit Judge, with any such power. There was no such road authorized. The act of 1869 does not repeal the provision of the act of 1868, which is in these words: "No debt shall be contracted or bonds issued by the said commissioners of or for either of the said towns or cities, unless the written consent of persons owning or representing as agent or president at least two-thirds of the real estate and landed property of such township, town or city, borne on the last assessment roll thereof, at the valuation thereon appearing, shall have been obtained, (p. 161).

The property owners never consented to bond the township to construct a road through Pequanoc and Pompton to West Milford. The consent was given December 28, 1868; that road was authorized March 16, 1869. These bonds are not only not authorized by law, they are prohibited.

It may be said that plaintiffs are innocent holders of the bonds for value.

Hernando A. Fuller, the Montclair Railway Company, and Cooper & Hewitt were not innocent holders. They all entered into written agreements for this issue of bonds not authorized or consented to, and required them to be used for the West Milford road. Cooper & Hewitt were the agents of Peter Cooper, having large amounts of his in hand, and whether Cooper & Hewitt or Peter Cooper owned the bonds was a matter of bookkeeping. The Cooper Union are not holders for value; a defence of the kind here made that is good against a donor is good against a donee.

But it is immaterial whether the holders are or are not innocent holders for value. The bonds were issued without legislative sanction, and are void in the hands of an innocent holder for value.

It is said that by the act of March 27, 1874, (p. 164,) it is provided that the Township Committee of Pompton and other town-

ships, shall be the commissioners provided for by the act of 1868, (p. 160,) and that this is in some way a recognition of the right to appoint such commissioners. The question of the validity of the bonds is one for the judicary, not the legislature. That power neither makes, construes or impairs contracts. The act of 1874 will not affect the appointment of commissioners made in 1868, or their issue of bonds in 1871.

The successors of the commissioners who are appointed under the act of 1868, might have something to do, if it was only to protect the township from the unlawful acts of their predecessors.

IV. The bonding act of 1868 (p. 160) is void, being an unconstitutional invasion of private rights and property.

The act is this:

On the application of twelve freeholders the Circuit Judge is *required* to appoint commissioners; and they, when appointed, if two-thirds in value of the real estate consent in writing thereto, are *required* to purchase, to an amount not exceeding twenty per cent. of the value of the real estate, the bonds of the railway company, using for that purpose the proceeds of a like amount of bonds which the commissioners issue in the name of the township, and for the payment of which they, as authorized by the act, pledge the credit of the township.

The effect of which is this: If "persons owning, or represent-" ing as agent or president, at least two-thirds of the real estate " of the township," even if such owners are aliens, infants, trustees or stockholders of the Montclair Railway Company, sign a consent handed to them, then the township is to be taxed to promote the said railway—if they do not sign it the aid is not to be given to the railway company.

The township, neither by a vote of the electors, the only mode by which in New Jersey a township becomes indebted, nor by the judgment of commissioners, or Court, or other tribunal, has any voice in determining whether the property of its inhabitants shall or shall not be appropriated to a private enterprise for making money--and the legislature entrusted with the sovereign power of taxation has under this act no voice in determining that question; and even those who vote the land on this question, be they many or few, have no consultation, but separately and privately sign the paper which burden the property of hundreds of citizens.

If the bonds in suit are the contracts of Pompton township, they are so because that township agreed they should be, or if this be not true, then they can only be the contracts of the township, because the legislature in the exercise of its discretion has

said that the township should assume the bonds and discharge them by taxation. The township has not made any such contract, and the legislature has not attempted to exercise its discretion.

A question arises under this act of 1868, whether the township bonds are a charge on the township or only on the real estate in the township. The considerations why the bonds are a charge only on the real estate are, that the 2d section contains a provision that the amount of township bonds shall not exceed twenty per cent. of the value of the real estate in the township, but this is only fixing the amount of the bonds.

The 5th section of the act of 1868 provides that if the money received on the railway bonds in any year is not sufficient to pay the principal and interest of the township bonds, the deficiency shall be levied and collected of the real estate of the township, but this is only a direction to the commissioners as to the mode of raising the amount, and does not, on default being made effect in any way the lien or claim of the bondholder. The bond (p. 168) is an unqualified and unconditional money bond, made by the commissioners in the name of the township.

The 2d section expressly authorizes the commissioners to pledge the faith and credit of the township for the payment of the bonds; this judgment is a lien on the treasury of the township, and on all the real and personal property of the inhabitants. We claim that the act of 1868 is invalid, whether the bonds are a charge on the township or only on the landed property in the township. The case will first be considered as a charge on the township, and then as a charge on only a class of property in the township, and we submit—

I. That the legislature cannot compel the inhabitants of a township, without their consent, to enter into obligations to be discharged by taxation, to promote objects not within the province of its municipal functions.

The inhabitants of a township in New Jersey are the corpora-

tions, and they vote the sums they deem necessary for township purposes, and there is no power in township officers to borrow money.

Musgrove vs. *Kennell*, 23 N. J. Equity, or VIII. C. E. Green, p. 77.

Callahan vs. *Morris*, 30 N. J. Law, or I. Vroom, 160.

The suit being against The Inhabitants of the Township of Pompton, shows this.

The constitution of New Jersey in 1868, when this act was passed, contained no special restrictions on the power of the legislature over public or municipal corporations, and the legislature could *authorize* townships to aid the construction of railroads. It may have possessed the power to *compel* the inhabitants of townships to assume, and by taxation to discharge, any obligation which was within the corporate functions of the township, such as to make provision for the poor, for the administration of justice, promotion of education, constructing public bridges and highways; and the legislature may have possessed the power to compel the inhabitants of a township to discharge by taxation obligations the township had previously to the law voluntarily assumed. These are matters not here in controversy.

The case in hand does not relate to an obligation within the function of the municipal corporation, or to which the township has at any time consented.

For the legislature to enact that the township shall issue its bonds (to be paid by taxation) in exchange for the bonds of a private corporation, without the assent of the township, signified by a vote of the inhabitants, that being the prescribed mode of creating obligations, and without the assent of any committee, commissioners or court elected or appointed by the inhabitants, and entrusted with the affairs of the township, seems to be a naked appropriation of the property of the taxpayer to private purposes; and townships created only for municipal purposes are thus used by the legislature to effect a forced contribution by the owners of property to a private money making enterprise, and is in its results and effects the same thing as if the act had declared that the individuals, who are citizens of the township, should

advance the railway company a sum not exceeding twenty per cent. of the value of the real estate in the township; such an act the Court would declare void.

There are many cases where it is held that the legislature may *authorize* municipalities to assume obligations (to be discharged by taxation) which are outside the province of the municipality, on a vote being had in favor of such arrangement; and there are cases where these obligations are authorized on the consent of the municipality being given thereto by officers or tribunals of the municipality capable of exercising a discretion as to whether that consent should or should not be given. The two following cases are of the latter class:

The County of Scotland vs. *Thomas*, 4 Otto, 682, which was this: The legislature of Missouri in 1847, when there was no constitutional restriction in this regard on legislation, provided in the charter of the Alexandria & Bloomfield R. R. Co., that "it shall be lawful for the county court of any county in which any part of said railroad may be, to subscribe to the stock of said company." The principal question discussed in that case is whether the consolidation of the Alexandria & Bloomfield R. R. Co., with a corporation in Iowa, annulled the authority to subscribe for the stock, but the question as to right of the county court to act incidentally arose, and the Court says:

"The county court of Scotland county, in the present case, "acted as representative authority of the county itself, *officially* "invested with all the discretion necessary to be exercised under "the change of circumstances brought about by the consolidation "in question." The original constitution of Missouri, act 6, pl. 12, provides that "Inferior tribunals shall be established in each county, for the transaction of all county business." This was the county court. In *County of Callaway* vs. *Foster*, 3 Otto, 569, it was conceded in argument that under the laws of Missouri, the county court acted for the county, and that the assent and subscription by the county court was the assent of the county. To make the municipality assume obligations beyond its functions, it must have assented thereto.

In *Hasbrouck* vs. *Milwaukee*, 13 Wis., 37, the Court says: "To

"admit that the legislature of its own choice, and against the wishes "of either of the contracting parties, can give it (the contract) life "and vigor, is to admit that it is within the scope of legislative "authority to divest settled rights of property, and to take the "property of one individual or corporation and transfer it to an- "other. It is certainly unnecessary at this day to enter into an "argument, or to cite authorities to show that under a constitu- "tional government like ours the legislature has no such power."

In *Atkins* vs. *Randolph*, 31 Vt., 226, it was held that the legislature could not authorize an agent under the act "to prevent the traffic in intoxicating liquors," to buy up liquors at the expense of the town without the town's consent.

There was a dissenting opinion, but it was on the ground that purchasing up liquors on hand so as to suppress intemperance was, as a police regulation, within the functions and province of the municipality, and therefore the legislature had a right to compel the town to assume the obligation arising from such police regulation.

Judge Cooley in his Constitutional Limitations, (p.235.) says: "Those cases which hold it competent for the legislature to "*give its consent* to a municipal corporation engaging in works "of public improvement outside of its territorial limits, and be- "coming a stockholder in a private corporation, have certainly, as "we think, gone to the very limits of constitutional power in this "direction, and to hold that the legislature may go even further, "and, under its power to control the taxation of the political di- "visions and organizations of the State, may *compel* them, against "the will of their citizens, to raise money for such purposes, and "invest their funds in these exterior undertakings, seems to us to "be introducing new principles into our system of local self- "government, and to be sanctioning a centralization of power not "within the contemplation of the makers of the American con- "stitutions. We think where any such forced taxation is re- "sisted by the municipal organization, it will be very difficult to "defend it as a proper exercise of legislative authority in a "government where power is distributed on the principles which "prevail here."

In *People* vs. *The Township Board of Salem*, 20 Mich., the Supreme Court of that State denies that the "incidental benefits which the municipality expects or receives from the construction of a railroad in the hands of a private corporation can constitute a ground for taxation, any more than can similar benefits in the case of the establishment of a manufactory, a store or other private enterprise." All we claim is that building railroads does not so come within the province and functions of a municipal corporation, and that against its will the legislature cannot compel it to invest the property of its inhabitants therein.

Few, if any cases can be found, I think, where it is held that the legislature can *compel* a municipality to assume an obligation against its will, where the right to do so is not placed on the ground that the law was only the enforcement of a duty within the functions and province of the municipality.

The promoters of this act of 1868, impressed with the necessity of having some substitute for the consent of the township to enter into this railroad enterprise, have provided that on the "written consent of persons owning at least two-thirds of the "real estate and landed property of such township," being filed with the clerk of the county, "the commissioners in the corporate "name of each of their said townships, *shall* subscribe for and "purchase bonds of said railway company to the amount that "they severally may have borrowed as aforesaid."

Thus, the issuing of the bonds and consequent taxation does not rest upon the consent of any one authorized to speak for the township; it does not rest upon any intelligent judgment whatever, but upon two-thirds of the real estate, no matter who or how few may vote the requisite landed property.

It is in this case claimed that under a government where most of the States, in view of a growing evil, have by their constitutions prohibited the legislature from even *authorizing and permitting* municipalities to give aid to railroad enterprises without the vote of a majority of the qualified electors, at special elections appointed for the purposes declaring such to be their will, under a government where the rule of majorities is everywhere recognized, where representation is inseparable from taxation, that there a

mere fraction of the population, by privately signing the facile and universal petition shall, because they represent two-thirds of a class of property, give law to the official authorities of the municipality, override as well the long established law regulating its financial affairs as the will of the majority in number and in property value of the inhabitants—subject the poor to burthens, and the industrious to the abstraction of the property. This is not the time, we submit, thus to extend a system of speculation so replete with fraud and disaster. We submit that the legislature has not the power against the will of the municipality to compel it to assume and by taxation discharge obligations which have no relation to the purposes for which it was created. But if the legislature has this power, we then insist—

2. That the legislature can only have the right to compel a municipality against its will to assume obligations outside its province, because the legislature, entrusted with the extended power of taxation, can invoke and exercise its own will and discretion on the subject instead of that of the municipality. It is only on that ground that compulsory legislation requiring that to be done which was not a municipal duty has ever been placed, and the fatal defect in the law is that under it the legislature has not and does not exercise its discretion or will. The law has not said the township should assume the obligations in question; on the contrary it says expressly that if those owning a fraction over one-third of a certain class of property objected, the township should not give any such bond or be subject to the consequent taxation, though all the authorities and a large majority of the citizens sought to do so.

The bonds in question must rest either on the will of the township or on the expressed will of the legislature. Some power other than the few of a class must determine that there is to be a compensation in benefits, a *quid pro quo*, for the private property taken by this forced contribution, or the transaction is an unlawful giving of one man's property to another.

3. If it be held that the bonds are only a charge on the real estate of the township, I submit that the owners of the other

anded property who have not consented to the giving the bonds, can, as citizens of the township, successfully urge all the considerations that have been suggested why the township should not be compelled against its will to assume obligations for purposes foreign to the objects of its creation; and can insist that either the township or the legislature shall exercise its judgment before they are taxed. But if the bonds are a special charge on a class of property in the township, there is another reason why the law is invalid.

The charge on the real estate is not, and has none of the essential characteristics of, a tax. It is only on the ground that railroads are a public benefit that legislatures are justified in promoting them. The owners of the real estate are by the act supposed to have a special concern in the improvement, because their lands are to be benefited in a peculiar manner; so far as they are benefited, they may properly be assessed; but there is no principle, under a system of taxation where all property is subject to be taxed, by which the cost of the benefit done the public can as a tax be levied on certain citizens by name or by description. The private property of the land owner is by the act, under the prerogative of eminent domain, taken from him, and he is compensated by the enhanced value of his lands; but if the cost of the improvement is greater than the enhanced value of his lands, then private property is in violation of the constitution of New Jersey, *pro tanto*, taken for public use without compensation; and the fatal defect in the act of 1868 is, that it does not in terms limit the amount to be assessed on the land to the amount of the benefits to the land; on the contrary it contemplates that the owner of the land shall not only be assessed for the benefit the improvement does his land, but for all the public benefit. Statutes like this have in New Jersey and elsewhere been declared unconstitutional. In New Jersey an act was passed to drain the meadows around Newark, and to assess the cost on the land owners. The Court of Errors and Appeals held that to assess the lands for the improvement was not taxation, but a proper exercise of the prerogative of eminent domain, and unanimously held that the law was unconstitutional, because

it did not limit the amount to be assessed to the amount of the benefit. The Court says:

"Such an imposition has none of the essential characteristics "of a tax. We are to bear in mind that this projected improve- "ment is to be regarded as one in which the public has an in- "terest; the owners of these waste lands have a special concern "in such improvement, so far as their land will be in a peculiar "manner benefited; beyond this, their situation is the same as "that of the rest of the community. The consideration for the "excess of the cost of the improvement over the enhancement of "the property, within the operation of this act, is the public "benefit; how, then, upon any principle of taxation, can this 'portion of the expense be thrown exclusively upon certain "individuals? The expenditure of this portion of the cost of "the work can only be justified on the ground of benefit to the "public. I am aware of no principle which will permit the ex- "penses incurred in conferring such benefit upon the public, to "be laid in the form of a tax upon certain persons who are desig- "nated, not indeed by name, but by their description as the "owners of certain lands."

The Court further says:

"The act authorizes the entire expense of drainage to be im- "posed upon the lands, whether such expense falls below, or "rises above, the increase in value which may accrue to the "lands by reason of such drainage. In other words, the cost of "the enterprise is to be imposed as a burthen on the lands, even "though a full equivalent in the way of improvement, shall not "be given to the land owner. Thus, if the cost of drainage "should be $5 an acre, such sum is to be assessed on the land, "although such land may not be benefited more than to the ex- "tent of $3 an acre. The statute does not require that the ap- "portionment of expense shall be limited, at the maximum rate, "by the increase in the value to result from the improved con- "dition of the land. Now, therefore, it seems to me obvious, "that if this scheme be carried into effect, in the event of an "excess of expenses over benefits, private property, *pro tanto*, "will be taken for public use without compensation. * * *

"The principle is one of great importance; for if the burthens of "the community can be thrown upon a small class, whose posi- "tion is not peculiar or different from that of the rest of the "people, there can be no security for private possessions. To "permit individuals to be taxed to pay for a public improvement "to the extent of the peculiar benefits which they receive from "such improvement, is not unjust or inequitable; but any ex- "action beyond this, exclusively from such individuals, is an "act which involves the ability, on the part of the community, "to confiscate, for its own purposes, the property of the citizen."

Same doctrine is laid down in *The State* vs. *Mayor, &c., of Newark*, 3 Dutcher, 185.

In *Agens* vs. *Mayor, &c., of Newark*, 8 Vroom, 415, it is held that a statute which provides for two-thirds of the expense of paving the road bed of a street being assessed on the property abutting on the street, and the remaining third on the public at large, is unconstitutional, because the act did not limit the amount to be assessed, on the property abutting on the street, to the benefits.

Canal Bank vs. *Mayor of Albany*, 9 Wend., 244, and the matter of Albany street, 11 Wend., 151, treat an assessment of property benefited by an improvement *made for the public use* as a taking of property for a public use, and hold that the amount assessed must not exceed the benefit actually received. In the latter case Chief Justice Savage, referring to a proceeding to open a street in New York, says: "If the assessment is confirmed and en- "forced, the owners of the adjacent property must pay beyond "the enhanced value of their own property, *and all such excess is* "*private property taken for public use without just compensation.*"

Thus we submit that whether the act of 1868 contemplates that the owners of two-thirds of the land shall determine whether the township shall assume obligations to be discharged by taxation, to promote an object foreign to its purposes, or whether the act imposes the burthen of the contribution only on a class of property in the township, the act is invalid and void.

NAAR, DAY & NAAR, Printers and Stationers, Trenton, N. J.

No. 84.

Supreme Court of United States.

THE INHABITANTS, &C., OF THE TOWNSHIP OF POMPTON, &C.,
Plaintiffs in Error,
vs.
THE COOPER UNION, &C.,
Defendants in Error.

Brief
Ex Parte
Defendants.

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Statement.

The facts, chronologically stated, are as follows:

On *March 18, 1867*, the charter of the Montclair Railway Company was passed by the Legislature of New Jersey, and by section 6 thereof, that company was authorized to construct a railway from Montclair to the Hudson river, and to "extend the said railway *into* the townships of Caldwell and *Wayne*." The township of *Pompton* lies *northwest* of and

adjoins the township of Wayne. On *April 9, 1868*, the Legislature of New Jersey passed "An act to authorize certain townships, towns and cities to issue bonds and to take the bonds of the Montclair Railway Company," and, by section 1 thereof, enacted that, on the application of twelve or more freeholders, residents of any township, town or city *along the routes* of the Montclair Railway Company, *or at the termini thereof*, it should be the duty of *the Judge of the Circuit Court* of the county in which the applicants reside to appoint *three commissioners* to execute the act in such townships, &c. In New Jersey, the judge of the Circuit Court is one of the justices of the Supreme Court allotted to such circuit. By section 2 of said act, said commissioners were authorized to borrow, on the faith and credit of their respective townships, &c., a sum not exceeding twenty per cent. of the assessed valuation of the real estate of such township in 1867, and to execute bonds therefor under their hands and seals, upon obtaining *the written consent of the persons owning or representing, as president or agent, at least two-thirds of the real estate* of such township, &c., at the last assessed valuation thereof, which consent should state the amount to be raised, and that it was to be invested *in the bonds* of said railway company; and the same section further enacted as follows: "*The fact that the persons signing such consent own or represent as aforesaid at least two-thirds of the taxable real and landed property of such township, &c., shall be proved by the affidavit of the assessor of such township, &c., indorsed upon or annexed to such written consent*, and the assessor of such township, &c., is hereby required to perform such service; such consent and affidavit shall be filed in the

office of the clerk of the county in which such township, &c., is situated, and a certified copy in the office of the clerk of such township, &c., and the same, or a certified copy thereof, shall be evidence of the facts therein contained, and shall be received as evidence in any court of this State, and before any judge or justice thereof." On *June 25, 1868*, a written application was made by more than twelve freeholders of the township of Pompton to Mr. Justice Bedle, judge of the proper Circuit Court, for the appointment of commissioners for that township, with an affidavit of the chief engineer of the Montclair Railway Company annexed thereto "*that the said township of Pompton is at a terminus of a route of the Montclair Railway Company;*" and on *July 6, 1868*, Justice Bedle appointed three commissioners of said township to execute said act therein. On *July 21, 1868*, *August 26, 1868*, and *August 28, 1868, four separate written or printed consents* were signed by persons representing themselves therein to be owners of real estate in the township of Pompton, *consenting* that the bonds of the township to the amount of $100,000.00 should be issued under the act last aforesaid, *and be exchanged for*, or their proceeds invested in, *the income bonds* of the Montclair Railway Company. On December 28, 1868, *an affidavit of the assessor* of said township *was indorsed on each of said papers*, deposing "*that the owners or representatives of at least two-thirds of the taxable real and landed property of said township have signed the consent to issue bonds under and by authority of*" *the act last aforesaid.* These consents and affidavits were filed in the office of the county clerk. At the time the commissioners were appointed and the consents obtained, *no surveys had been*

filed of the routes of the Montclair railway, but the company then intended to construct that railway to Pompton township. On *March 16, 1869*, the Legislature of New Jersey passed a supplement to the charter of the Montclair Railway Company, and by section 1 thereof, authorized said company "*to extend its railway from any point thereon to any point in the township of West Milford*;" which last named township lies northwest of, and adjoins the township of Pompton. And section 4 of said supplement enacted, that it should not be construed to extend the operation of the bonding act of 1868, to any township "through or to which *the said railway was not authorized to be constructed* before the passage of this act." The first survey of the route of the railway company was filed March 17th, 1869, and by this and other surveys filed, the last of which was filed on *April 6, 1870*, the route was located to Mead's Basin, in the township of Wayne. On June 8, 1870, a survey was filed, locating a route of said railway from the township of Wayne into and through part of the township of Pequannock, and for some distance into the township of Pompton. The railway was constructed on the routes designated in the surveys. On *May 4, 1870*, the commissioners of Pompton executed bonds to the amount of $100,000, upon which this suit is brought, and issued them to the Montclair Railway Company, and received in exchange $100,000 in the *income bonds* of said railway company, and on the same day the commissioners procured the township bonds to be registered in the office of the county clerk, who endorsed upon each of said bonds his certificate of registry, as prescribed in the act of *April 9, 1868*. On the same day the railway

company *deposited* said township bonds with the commissioners as security for the performance of an agreement made by them with said commissioners on the same day, that the proceeds of said bonds should be used in the construction of said railway, and that said commissioners should deliver to said railway company the said bonds in amounts of $10,000, when said company should have expended like amounts in the construction of said railway. On *September 6, 1870*, the Montclair Railway Company sold the said township bonds to Cooper & Hewitt, at their par value, to be delivered in lots of $10,000. On *November 16, 1870*, the commissioners delivered $10,000 of said bonds to said railway company, pursuant to the aforesaid agreement of May 4, 1870, and on *January 18, 1871*, additional bonds, $10,000, and on *April 29, 1871*, additional bonds, $10,000, and on *May 13, 1871*, additional bonds, $50,000, and on *July 26, 1871*, additional bonds, $20,000. On *February 6, 1871*, the railway company delivered to Cooper & Hewitt, $10,000 of these bonds; on *May 1, 1871*, $20,000 of said bonds; on *May 25, 1871*, $30,000 of said bonds; on *May 31, 1871*, $20,000 of said bonds, and on July 28, 1871, $20,000 of said bonds. On *February 12, 1871*, Peter Cooper bought all these bonds of Cooper & Hewitt, paying $100,000 in advance therefor, and gave them to the defendants in error, who accepted the same on *March 4, 1871*, and as the bonds were delivered by the railway company to Cooper & Hewitt, they in turn delivered them to the Cooper Union. The coupons for semi-annual interest on the township bonds, and the semi-annual interest upon the income bonds of the railway company, were paid up to

and including *November 1, 1872;* the railway company paid the township coupons and handed them to the commissioners in payment of a like amount of interest due upon the income bonds. The income bonds were still in the possession of the commissioners at the date of the trial below.

Argument.

The defences set up by the township are, substantially, as follows:

1. The township of Pompton had *no power* to issue the bonds in question; and in support of this defence it is contended—

a. That the charter of the Montclair Railway Company did not authorize it to construct its railroad to the borders of Pompton township, to the line between Wayne township and Pompton township.

b. That section 1 of the act of April 9, 1868, referred only to the actual routes of the Montclair railway, and not to routes authorized by the charter of said company, and that the township of Pompton is not empowered to bond itself by the act of 1868.

As to subdivision "a" of this defence, its validity is to be determined by the construction of section 6 of the charter of the railway company (*Printed case, page 223*), the significant words of which are "and may extend the said railway *into* the townships of Caldwell and *Wayne*."

The general course of the railway authorized is from the Hudson river *northwesterly* to Montclair, and we contend

that under the authority to extend the road *into* Wayne the company had lawful power to extend northwesterly *into any part* of Wayne, *usque ad finem*, to the northwestern boundary of Wayne and the southeastern boundary of Pompton.

The word *into*, when connected with a verb of action, is defined by the lexicographers as follows:

Webster—To the inside of, within—and following verbs of motion, as expressing entrance, or a passing from the outside of a thing to its interior *parts.*

Johnson—Denoting entrance with regard to place; opposed to *out of.*

Worcester—Penetration beyond the outside.

And it is submitted that the *ordinary use* of the word excludes the idea of limitation of the extent of the entrance of the place, unless *the law of the place* imposes such limitation; license *to go into* a theatre or concert room, is license to go to all parts thereof, unless seats or boxes are reserved; license to an immigrant *to go into* the United States, is license to go to Maine or California. In the present case the license supersedes the "lex loci," for it is given in the exercise of the sovereign and overriding power of the *eminent domain*, subjecting all parts of Wayne to entrance and appropriation by the railway company.

In construing grants of the power of eminent domain to corporations, to be exercised for the public benefit, the courts have uniformly attributed liberal meanings to the prepositions defining *place.*

Thus authority to build a road *to* a city has been repeatedly held to authorize its construction *into* the compact parts thereof.

Turnpike Company v. Coventry, 10 Johns., 389;
Mason v. Brooklyn R. R., 35 Barb., 373;
Hazelhurst v. Freeman, 52 Ga., 244.

In a case which passed in review by this court, but not on this point, authority to construct a railroad *to* a city, was held to be well executed by running it entirely *through* such city, and to a distant point beyond.

Aurora v. West, 9 Ind., 74.

And in this court, authority to aid a railroad constructed *to a city*, was held well executed where such aid was extended to a road constructed *to another city* from which there was a direct road to the aiding city.

Van Hostrup v. Madison, 1 Wall., 291.

Like liberal constructions of the preposition, "at," "from," "between," "at or near," may be found.

Pattison v. Supervisors, 13 Cal., 189;
State v. Turnpike Co., 3 Dutch., 217;
Smith v. Helmer, 7 Barb., 416.

In the light of these decisions, we contend, that the natural and legal construction of the authority to extend *into Wayne* township, is that *at least* the railway company might lawfully construct its road to any point in Wayne, and at and to the "medium filum" between Wayne and Pompton.

As to subdivision "b" of the defence, we submit that section 1 of the bonding act of 1868, (*Printed case, page 160,*) is both a legislative declaration that the railway charter is to be construed as we contend, and an independent authoriza-

tion of Pompton to issue its bonds. The section empowers *two classes* of townships to issue bonds—the words are "*any* township, &c., *along the routes* of the Montclair Railway Company, or, *at the termini* thereof;" now if the railroad were constructed through or into a township, clearly such township must lie *along its* route, *i. e., on both sides of its route,* while a township *to* which it ran, *but into which it did not penetrate,* would not be along its route, but would be not a terminus, but *at its terminus.* The legislature are not to be presumed to have used superfluous words; and if such presumption be made, how is it possible to hold that "at the termini thereof" is synonymous with "along the routes" thereof. We submit, therefore, that "at the termini thereof" have a meaning, and that meaning is, a township *to which* the road may lawfully run, but *at* which it must terminate, and *into* which *it cannot enter.* The established rule of construction, that all the words of a statute must speak, if capable of a reasonable and consistent meaning, must be applied.

And we further contend, that the word "*routes*" in this same section 1, of the act of 1868, is well construed to mean *any route authorized* by the charter of 1867. At the time of the passage of the act of 1868 there existed no *actual* route of the Montclair Railway; there was not even *a survey* of any route into Wayne township until April 6, 1870. The section contemplates "the routes" as subjects of then present action, and provides for the raising of means to construct the railroad, as a *future result* of the legislative action; (*see section 3.*) The *actual* route of a railroad must necessarily be that of a road already constructed—there cannot be

such a thing as an *actual* route of a *road not yet in being*; and when the towns along *the routes* were empowered to raise money to call the road into being, the routes *authorized by the charter* must have been contemplated, for *the power was to be exercised*, the money raised, and paid to the company, *before an actual route could exist.* If towns along the *actual route* only had been intended, the limitation of the power would have been so expressed; and section 3, instead of authorizing the raising of money to build a road, would have authorized the money to be raised to pay debts incurred in the construction of a road already built. Nor would the *plural* "routes" be used to designate that which must be *singular*—more than one route was *authorized*, only one could be *actual.* Such an authority would never have been granted; it was never intended that aid should be extended when the town had secured the benefit of the already constructed road. This court has already determined in respect to a similar charter and like powers of aid, couched in like words, that "*a broad construction of the language would be to say, that it meant to authorize a subscription by any county in which the road may by law be located.*"

County of Callaway v. Foster, 93 U. S., 567.

It is submitted, that where a power has been "bona fide" claimed and executed, the object of its exercise obtained by the parties executing it, and the rights of third parties are at stake who have in good faith trusted in such claim and execution, any *doubt* as to the validity of such power will be solved in their favor. In such case the *broad construction*, as in the case last cited, is demanded by a natural sense of justice; and *a fortiori*, where such third parties

have rested upon a claim of power, concurrently sanctioned by *contemporaneous construction, legislative declaration,* and *judicial interpretation.*

In the present case the *officers entrusted with the execution of the act of 1878,* and the landowners and taxpayers have construed the township of Pompton to be *at* a terminus of this road, and to be empowered by the provisions of the act—such contemporaneous construction by ministerial officers *is deservedly of great weight* in determining the construction of doubtful words.

Packard v. Richardson, 17 Mass., 144;
Opinion of the Judges, 3 Pick., 518;
Edwards v. Darby, 12 Whea., 210;
United States v. Dickerson, 15 Peters, 161;
Greely v. Thompson, 10 How., 234;
Union Ins. Co. v. Hoge, 21 How., 66.

Again, in the present case, *the Legislature* of New Jersey, by *section 4* of the act of 1869, (*printed case, page 228,*) declared that *authorized routes,* and not the *actual route,* were intended by the bonding act of 1868; and by *section 1* of the supplemental act of 1874, (*printed case, page 164,*) the Legislature declared and recognized the township of Pompton to be one of the towns empowered by the bonding act of 1868. We do not contend that these legislative constructions are *conclusive,* but we do contend that they are of the highest authority in determining a doubtful construction, and are *well-nigh* conclusive.

Edwards v. Darby, 12 Whea., 210;
United States v. Freeman, 3 How., 565;
Morris v. Mellin, 6 B. & C., 455.

Again, in the present case, the question of the power of the township of Montclair to assume and exercise the powers conferred by the bonding act of 1868, was submitted by the parties to the justice of the Supreme Court, then being the judge of the Circuit Court of the county, and it was by him the fact was judicially determined, upon proof produced that the town was *at a terminus* of the railway, and was one of the towns empowered by the act, and he thereupon appointed commissioners for the town to execute its provisions. Such a determination by a justice of the highest legal tribunal of the State, unchallenged before the State tribunals to this day, is of the *gravest authority* in the determination of the construction of these acts.

Sedgwick on Statutes, 2d Ed., 212.

In the *Insurance Company v. Hoge, 21 How., 66*, this court considered that the opinion of the *Attorney General of New York*, pronounced in his statutory certificate as to the organization of a corporation, "*perhaps should be regarded as decisive in a case of doubt, or where the error is not plain.*" *A fortiori*, the decision of Justice Bedle, formally pronounced, *after eight days consideration*, (*see Order of Appointment, printed case, page 166,*) in the exercise of a high judicial function imposed upon him by the act in question, should be regarded as decisive of any doubt in the minds of this court. And we contend, that the determination of Justice Bedle is of *peculiar* force. Whether a town was *in fact at a terminus* of an unconstructed railroad was a matter *in pais*. It must necessarily *be proved* before him and be *determined by him* before he appointed the commissioners. He was designated

by the act to determine *the fact of the route and its terminus*, and his decision is final.

Venice v. Murdock, 92 U. S., 498–9.

That Pompton was *in fact* at a terminus is finally determined. And we submit that the decision of the justice as to *the power* of the railroad company to extend its route to Pompton, has a peculiar force, in that he was the tribunal especially designated to determine that question, and in that *the town accepted* his determination, and *acted under it*, and took none of the many easy methods of having it reviewed.

We submit that the triply cumulative weight of the *contemporaneous construction* by the parties, *contemporaneous and subsequent declaration* by the legislature, and *contemporaneous judicial construction* by a justice of the highest State tribunal, are *irresistible* in solving any doubt in the construction of these statutes, and of the powers conferred on the township of Pompton, by the bonding act of 1868.

The township being thus vested with power under the act of 1868, and application having been made to the judge, and commissioners appointed by him, and consents given by the taxpayers, and affidavit made by the assessor, as required by the act, and all these acts done, as appears by the record (*Printed case, pages 165–6, 172–175*), during the year 1868, we contend that the power was *completely vested* in the commissioners, as between the township and bona fide holders of its bonds issued under said act. We insist that no subsequent *acts* on the part of the railway company, or of the town, or its commissioners, or of all of them, could impair the rights of bondholders for value, without notice; that if by fraud

of the railway company it failed to build its road *to* Pompton, as it had power to do, and by Spaulding, its engineer-in-chief, it had represented to the judge it intended to do, (*Printed case, pages 166, 219, 228, 230–1,*) yet that such fraudulent default could not affect a bona fide holder without notice; we insist that any change of the actual route of the railroad made by the company *in executing* the extension under the supplement of 1869 did not impair their *authority* under the act of 1878 to build their road into Wayne and *to* Pompton; that no change of the proposed and authorized route into Wayne and to Pompton *was required* by the supplement of 1869, or *was necessary* in making the extension under that supplement, and that such change in the route being the mere act of the railway company, could not, as between the town and bondholders for value, impair the powers *then already vested* in the commissioners by the act of 1878 and the aforesaid proceedings thereunder; and, *a fortiori*, that as the extension of the road under the supplement not only took the road *to* the township of Pompton, but *through* it, and not only preserved, but greatly increased the "public use and benefit" to its inhabitants, which was both the intent and justification of the bonding act, the town has neither legal nor equitable ground to challenge the rights of bona fide holders, who were without notice of, and had no part in, the acts of the railway company. We submit that the town cannot stand by and permit the railway company—nay, *encourage it*—not to build its road into Wayne and *to* Pompton, but into Wayne and Pequannock *to and through* Pompton, and afterwards make their action a ground of impeachment of the bonds.

But if the foregoing views are unsound, and if the route was afterwards necessarily changed by authority of the supplement of 1869, yet we submit that SECTION 4 of that supplement clearly saves to the township of Pompton (to which the road was then authorized to be constructed, as we have shown, by the original charter of 1867,) the bonding powers then *already vested* in its commissioners by the act of 1868, and the proceedings taken thereunder in 1868. The supplement was passed in 1869, (*Printed book, page 228,*) and the legislature is presumed to have known that the township of Pompton had already availed itself of the privileges offered by the act of 1878; that the power to issue bonds was then already vested in the commissioners; that the act was already in full "*operation,*" and its powers executed in Pompton. When with such knowledge the legislature prescribed that the supplement *shall not extend* the operation of the act of 1868 to towns not already within its purview, they *must* have intended *not to deprive* towns within its purview of their right to exercise the powers theretofore conferred on them; *a fortiori,* they could not have intended to *annul* or *impair* the powers already *vested* in and *exercised* by the commissioners of Pompton. The intent of the legislature clearly was to preserve the *existing status* of the township of Pompton.

2. The next defence set up against these bonds is that the action of the commissioners in issuing the bonds was void, *if* they *gave no official bond,* as directed by section 8 of the act of 1868 (*Printed case, page 163*).

There was *no pretence, or proof,* on the trial, that the com-

missioners *did not* give an official bond—the plaintiffs were not bound to prove that they did. The proof was that they were commissioners *de facto*, openly and notoriously acting under due appointment by the proper authority, and as between the town and *third parties*, the *presumption* was that they had legal title to their offices. If the town challenged the validity of their official title, it must assume the burden of proof of the defect.

2 Best's Evidence, Sections 356–358.

It offered no such proof, and the matter of "official bonds" is therefore *purely hypothetical*, not in issue, outside of the proofs, and of the cause; the opinion of the judge on this point, was therefore wholly immaterial to the issue, and not a subject of exception. The opinion of the judge was, however, eminently sound in law.

The commissioners were "public officers," so defined in Sections 10 and 11 of the act, (printed case, page 163,) and were charged with duties toward the "public" of their town, and toward the larger "public" among whom the negotiable bonds were intended to be circulated.

S. P. Wood's case, 2 Cowen, 29, note 2;
Seymour v. Ellison, 2 Cowen, 29;
People v. Hayes, 7 How. Pr., 250;
People v. Bedell, 2 Hill, 196.

Nor can their title be assailed *collaterally*, in a suit to which they are not parties.

Douglas v. Wickwire, 19 Conn., 489;
Bean v. Thompson, 19 N. H., 290;
State v. Tolan, 33 N. J., 201;
Comm'th v. McCombs, 56 Penna., 438;
People v. Collins, 7 Johns., 554.

And if it had been proved that they did not give an official bond, their acts are valid so far as the rights of the public, or third parties, are concerned.

State v. Tolan, 33 N. J., 201;
Wilcox v. Smith, 5 Wend., 233;
State v. Carroll, 38 Conn., 449;
Dillon Mun. Corporations, section 154, and note 2;
Bowman v. Barnard, 24 Vt., 361.

3. The *next defence* set up is, "that in fact the consent and request of two-thirds of the landowners of the township to the issuing of the bonds as required by the act was not obtained, and that two-thirds of them did not sign the written consent," (*Printed case, pages 208–9*). This exception is enlarged by the 6th, 7th, and 8th exceptions to the charge of the judge at the circuit, (*Printed case, page 248*). The pith of the position is that *section 2* of the bonding act of 1868, (*Printed case, page 161,*) required the affidavit of the assessor to state that two-thirds of the owners or representatives of the taxable real and landed property of the town, *as appeared by the last assessment roll*, had signed the consent to bond the town, and that as the affidavit did not refer to the last assessment roll, but merely verified the fact that the owners of two-thirds of the *taxable* real and landed property of the town had signed the consent, the affidavit was not in conformity to the act, and was not conclusive upon the town.

Our *first answer* to this contention is that the commissioners were, by the act of 1868, constituted the tribunal to determine all antecedent *facts* which must occur before they

could exercise the powers conferred by the act. One of these *facts* was that the consent of the requisite number of landholders had been obtained. The commissioners were charged with the duty of obtaining them. The fact *must*, therefore, be peculiarly within their knowledge, and *could not be* within the knowledge of subsequent purchasers of the negotiable bonds in open market. This final tribunal was *necessarily constituted* to determine this antecedent *matter in pais;* otherwise the bonds could not be negotiated. The act provides that *proof of the fact* should also be made in part to this tribunal by the assessor, and in part by the members themselves of the tribunal, and that the proofs upon which their determination was founded should be filed by them of record, as evidence between them and the town of the bona fides of their determination—as *witnesses*, they and the assessor were thus liable to the penalties of wilful perjury, if committed by them—as *commissioners*, they were protected by the preservation of the evidence upon which they determined the fact, *if their determination was made in good faith.* This was the object, and the sole object, of these provisions of the act; it could not have been intended that each successive buyer of these bonds, negotiable in form, and dependent upon such negotiability for their value, should make a journey to the clerk's office to ascertain what were the proofs of consent, and whether the evidence was competent in form and substance to sustain the determination of the commissioners. It only remains to ascertain whether the commissioners did determine the fact of consent.

We contend that they did so determine *by the act of issuing*

the bonds. If an agent can execute and circulate negotiable paper only upon the happening of an event, and is charged also with the duty of determining that such event has happened, and such agent, after sufficient time has elapsed for the happening of the event, proceeds to execute and circulate the paper in favor of a bona fide purchaser, the act of such execution and circulation is in law a representation to the purchaser, and determination by the agent, *that the event has happened.* An *oral* determination and representation to the buyer would be sufficient, and *the act of negotiation* and delivery for value to an innocent purchaser "speaks louder than words." The act is a *complete estoppel* to both agent and principal. And so this court has repeatedly decided.

Knox v. Aspinwall, 21 How., 544;
Moran v. Miami, 2 Black, 732;
Mercer v. Hackett, 1 Wall., 83;
Supervisors v. Schenck, 5 Wall., 784;
Mayor v. Muscatine, 1 Wall, 384;
Coloma v. Eaves, 92 U. S, 490.

But in this case there is also a *distinct recital* on the face of the bonds that *all* precedent events and *all* precedent acts and facts upon which the exercise of the power was made dependent have happened; and this determination is under the hands and seals of the commissioners. The words of the recital in the bonds are as follows, viz.: "*In pursuance of an act of the legislature of New Jersey,* approved April 9th, 1868, entitled 'An act to authorize certain townships, towns and cities to issue bonds and take the bonds of the Montclair Railway Company:' Know all men by these presents," &c.

The recital is, that the bond is issued in *pursuance of the act*, not merely in *the execution of a power* to issue bonds *claimed* under tne act. "*In pursuance of*" is defined by *Webster* to mean *In accordance with, in prosecution or fulfilment of;* "*pursuance*" is defined by *Worcester* to mean *The act of pursuing or following out.* The *etymological* recital therefore is, that the commissioners in issuing these bonds, are acting *in accordance with, in fulfilment of, in the act of following out* the act of 1868. If they had not then procured the necessary consents, and determined the fact thereof, as prescribed by the act, they were not acting in accordance with, or in fulfilment of, or in the act of following out the act, and the recital was untrue—"in *accordance* with" the act it certainly was not, if the consents had not been obtained—"in *fulfilment* of" the act it was not, unless the precedent acts had been *fully* performed—"in the act of *following* out" it was not, for *following* out asserts that the *precedent* steps have been already taken. The use of the phrase "pursuant to the act of the Legislature in such case made and provided" is common in the pleadings of courts of equity and common law, and such an averment of performance of the provisions of a public statute would be good at least in New Jersey, where a general averment of the performance of conditions precedent is expressly authorized by the Practice Act (*Revision of 1877, page 868, section 126*). This recital then, both *literally and in legal form* declares, that all precedent acts and conditions required by the bonding act had been performed, at the date of the issue of the bonds. It cannot be denied that the commissioners *intended* their vendees *so to understand* the recital, nor but that any ordinary

man would so understand it. Although in many of the bond causes decided in this court, the recitals have set forth the fact that the elections have been held or the consents obtained which were required by the several bonding acts, yet in several of the causes the recitals have been *as general* as in the bonds in this cause; yet they have been uniformly held to be official determinations and declarations, that all precedent acts and conditions required by the acts, had been performed.

Knox v. Aspinwall, 21 How., 539;
Moran v. Miami, 2 Black, 722;
Grand Chute v. Winegar, 15 Wall., 355;
Mercer Co. v. Hacket, 1 Wall., 83;
Humboldt v. Long, 92 U. S., 642.

It is submitted, that the sufficiency of the recitals is clearly and reasonably demonstrated, and in view of these decisions must be considered settled in this court.

But it may be contended that *the assessor*, and not the commissioners, was the tribunal to determine that the requisite number of consents had been obtained; if it be so, which we deny, then we insist that he *has determined* that fact by his affidavit, and that his determination is *final*. Section 2 makes it conclusive.

Venice v. Murdock, 92 U. S., 498.

The act, *section 2*, (*Printed case, page 161,*) declares *what* the assessor shall certify. The words of the act are: "*The fact that the persons signing such consent own or represent as aforesaid at least two-thirds of the taxable real and landed property of such township, town or city, shall be proved by the affidavit of the assessor of such township,*" &c. The affidavit of the assessor

is (*Printed case, pages 172–5,*) "*that the owners or representatives of at least two-thirds of the taxable real and landed property of said township have signed the consent to issue bonds,*" &c. The words of the act and of the affidavit are identical, save that the affidavit omits the words "*as aforesaid.*" It is submitted that this is a substantial compliance with the act. This omission is *not in fact the ground of exception;* the ground stated and argued below was (*Printed case, page 248,*) that the affidavit should show "that the owners or repre-
10 sentatives of two-thirds of the taxable real and landed property of the township, *as appears by the last assessment roll,* have signed the consent." The pith of the position is that the assessor should have certified *in detail the means by which he ascertained the fact,* as well as the fact itself. Our answer is that the act did not require him to certify anything more than that "two-thirds of the *taxable* real and landed property" had consented. The act itself prescribed and introduced the *new* and comprehensive word *taxable* as *the defining word* to be used in the certificate of the assessor, and that
20 *statutory* word he has rightly used in both *literal* and *substantial* compliance with the act. It is to be specially noted in this connection that there was *no offer to prove* that two-thirds of the owners and *representatives,* as *appeared by the last assessment roll,* had not signed the consent. The assessment roll bore no part in the offer; and if it had, the offer would have been incompetent, because it was limited to "*owners*" of land. (*Printed case, bottom of page 208.*) The number of *owners* might not have been sufficient, while the number of owners *and representatives* was ample. The offer,
30 therefore, was immaterial; it should have included the offer

to show that the owners *and representatives* who signed were insufficient in number.

4. The *next* defence is, that the township of Pompton unlawfully received for these bonds the income bonds of the Montclair Railway Company, although the charter of that company permitted it to issue *mortgage bonds only.* (*See printed case, page 244.*)

The power of every corporation to borrow money and execute obligations for the repayment thereof, to be used for the purposes which such corporation was created to subserve, is clearly settled.

Angell & Ames Corp., 10 Ed., s. 257;
1 Daniell Neg. Inst., s. 382;
Canal Co. v. Vallette, 21 How., 424.

This court has determined that even a municipal corporation has *power* to execute an obligation for the payment of debts contracted by it for municipal purposes; though it holds that such obligation does not possess the quality of commercial paper, unless such power is *expressly* granted.

Mayor v. Ray, 19 Wall., 475.

This power is inherent in ordinary corporations in the conduct of their legitimate business, *unless prohibited* by their several charters. The charter of the Montclair Railway Company contains no such prohibition. *Section 18* of that charter (*printed case, page 227,*) contains the only provisions on this subject; the words are, "That the said company shall have *the power*, and it is hereby *authorized* to make its bonds, *and* for the purpose of securing their payment, to mortgage its real estate and personal property,

railway or railways, and all the appurtenances, franchises, powers and privileges and rights belonging thereto," &c. It is submitted that it is impossible to construe this language into a *prohibition* of the issuing of bonds without a mortgage—the words are *permissive*, not *peremptory*—they *empower*, but do not *command*—they do but *express* powers which the law of corporations *implied*—the company is *empowered* to issue bonds, and is *authorized* to secure them by mortgage, but is not *required* to do so, nor prohibited from declining to do so; if it chooses to mortgage, it may mortgage its *real estate* only, or its *personal property* only, or its railways only, and may include or exclude *its franchises*, as it elects to do; it may exercise any or all of the powers granted, *separately*, or unitedly. The language of the bonding act, (*printed case, page 160,*) both in the preamble and in sections 2, 3, and 5, clearly implies that at least *for the purposes of that act*, the railway company had, or was thereby vested with, power to issue *simple bonds*, as distinguished from *mortgage bonds*; the words are throughout "the bonds of the said railway company"—there is no intimation anywhere that the bonds intended by the act were mortgage bonds. We insist that the company had power to issue income bonds, and that the landowners and the town *deliberately elected* to take income bonds, and not mortgage bonds. (*Printed case, page 172–5.*)

5. The *next* defence is, that the commissioners were required by *section 3* of the bonding act (*printed case, page 161,*) to *sell* these bonds and *invest the proceeds* in the bonds of the railway company, and that they illegally *exchanged* the

bonds directly with the railway company. If such action of the commissioners were illegal, it is submitted, that if they had *power* to issue the bonds in any way, no fraud or irregularity between them and the railway company could affect bona fide holders.

But there was no fraud or illegality; such exchange has been repeatedly decided by this court to be a good execution of the power to issue and dispose of railway aid bonds; it is doing the very thing that the act contemplated the doing of, and in substantially the manner directed by the act—the section is purely directory.

Meyer v. Muscatine, 1 Wall., 392;
Rogers v Burlington, 3 Wall., 666-7;
Queensbury v. Culver, 19 Wall., 93.

6. The *next* defence is that the negotiation of the bonds by the commissioners was a separate transaction from and *preceded the registry* of the bonds, and that by *section 12* of the bonding act (*Printed case, page 164,*) the bonds were required to be registered *before the negotiation* thereof, and that the bonds are therefore void.

The words of the section are "that all bonds issued in accordance with the provisions of this act shall be registered in the office of the clerk of the county in which the township, town, or city so issuing is situated, and the words '*Registered in the county clerk's office*' shall be printed or written across the face of each bond, attested by the signature of the county clerk when so registered, and no bonds shall be valid unless so registered."

The testimony shows that on or about *May 4, 1870*, the

commissioners negotiated an exchange of the town bonds for the bonds of the railway company, the town bonds to be held by the commissioners as security that a sum equal to the amount of said bonds should be expended in constructing the railroad in Pompton township, and to be delivered to the railway company in amounts of $10,000.00 when an equal sum had been expended in such construction; and that on the same day the commissioners took the bonds to the clerk's office and delivered them to the clerk of the county, who, after being satisfied by examination of the act of his authority so to do, registered the bonds, and indorsed on the face of each bond his certificate of registry in these words: "Registered in the county clerk's office. B. W. Hoxsey, Clerk of Passaic county." And that the bonds were subsequently, on November 16, 1870, January 18, 1871, and April 29, May 23, and July 26, 1871, issued to the railway company as the construction of the road proceeded. (*Printed case, pages 170–1, 179–181, 183*).

It is clear that there was no *absolute* issue of the bonds until the construction was completed under the agreement. (*Printed case, page 184*). The exchange was conditional, and took complete effect only as the construction proceeded.

Even if the transaction of May 4, 1870, constituted an issue of the bonds, yet it is clear that the registry, following as it did immediately and continuously upon the negotiation, was a part of the same transaction. The *res gestae* began at the hotel and continued until and including the registry, and all the acts done were parts of the act of issuing the bonds, and simultaneous therewith.

But we submit that it is immaterial whether the registry

preceded or shortly followed the issuing of the bonds. The act does not require the bonds to be registered *before* the issuing thereof; *registry alone*, not preregistry, is the statutory requisite to the validity of the bonds. Until registered they were invalid, but *any holder* for value of a bond unregistered through neglect might legally procure its registry, and *eo instanti* the bond would become valid, if bonds to the amount of $100,000.00 had not then been registered. *In this case the commissioners* themselves promptly and in good faith procured the bonds to be registered whilst in their actual custody and control, and there was no irregularity in the registry.

But however irregular the registry, and even if there had been no registry in fact, yet the town could not avail itself of the defect as against a holder for value without notice. The county clerk was *the officer designated* by the statute to do the act, and certify the fact upon the face of the bond—the form of certificate was prescribed by the act and strictly followed by the clerk, and together with the recital, concluded the town. Each purchaser in open market was not bound to look behind the certificate, and make a pilgrimage to the clerk's office to verify it. And if he had done so *in this case*, he would but have found the requisite registry there of record.

This court has already determined that *a certificate* of registry made by the proper officer, protects a bona fide holder, even though the bond was never in fact registered.

Rock Creek v. Strong, 96 U. S., 278.

7. The *next* defence is, substantially, that neither the

plaintiffs below, nor any of the prior holders under whom they claim title to the bonds, were bona fide holders thereof.

Our argument thus far has proceeded upon the assumption, that although the plaintiffs are holders by gift from *Peter Cooper*, yet that *he, Cooper & Hewitt*, and *the railway company*, were each holders for value without notice.

The testimony of Abram S. Hewitt clearly shows that *Peter Cooper* bought these bonds before maturity from Cooper and Hewitt, and paid them $100,000 therefor (*Printed case, pages 216–218*). The transaction was this: Mr. Cooper had determined to make a gift to the "Cooper Union," the plaintiffs below, of $100,000, and directed Cooper & Hewitt to set apart that sum for that purpose out of his moneys in their hands; before he actually made the gift, Cooper & Hewitt informed him of their purchase of these bonds, and Mr. Cooper then agreed to and did take these bonds, paying therefor with the money set apart as aforesaid, and gave the bonds to the plaintiffs below by his letter of February 12, 1871 (*Printed case, page 205*). Until this letter was delivered there was *no gift*, but merely *an intent to give*, of which the plaintiffs had no notice, and Mr. Cooper had clear dominion over the fund of $100,000 and used it in the purchase of these bonds (*Printed case, page 218*). Nothing can be clearer than that Mr. Cooper paid $100,000 for these bonds. There is not a pretence of testimony that *he* had notice of any irregularity in the execution of the bonding power, or of any defect in the bonds. His title is ours, and even if we were fixed with notice of irregularity, we can recover upon his title.

The testimony of Mr. Hewitt shows as clearly that *Cooper & Hewitt* purchased these bonds before maturity, from the railway company, and paid the par value of the same therefor (*Printed case, pages 188–9, 209–10, 213–15*). It is insisted, however, that they are affected with notice of any irregularity in the assessor's affidavit indorsed on the landholders consents, or in the registry of the bonds, because before the purchase, Mr. Hewitt sent a messenger to the county clerk's office to ascertain whether the consents had been verified and filed and the bonds actually registered (*Printed case, page 211*). We contend that there was no irregularity in either; but if there were, the evidence does not prove anything more than knowledge of *the fact* that an affidavit *had been made and filed*, and of *the fact* that the bonds *had been registered*—those facts the messenger *saw;* there is no pretence that *he read* the affidavit, or *inquired into the circumstances* of the registry, nor that he *purposely abstained* from so doing. His knowledge was obtained in good faith, and there can be no pretence that he then *knew* of any irregularity or defect. It may be admitted that an astute lawyer *might* have prosecuted the inquiry still further, and *might* have ascertained additional facts. But the holder of commercial paper, taken in the usual course of business, is not held to such diligence—nothing short of *mala fides* can invalidate his title—here the holder has shown unusual diligence, and perfect *bona fides*. (And it has already been demonstrated that both the affidavit and registry were in conformity to the act).

Goodman v. Simons, 20 How., 843;

Murray v. Lardner, 2 Wall., 110.

The testimony shows that *the railway company* exchanged $100,000.00 of its own bonds for the bonds in suit; and that more than $500,000.00 of like railroad bonds had been *then* subscribed for and taken *for cash, at par*, by other parties. (*Printed case, page 201–2.*) There is not a scintilla of evidence to prove any knowledge or notice to them of any alleged irregularity or defect in any of the proceedings, save as to *the exchange* of the bonds and as to the *partial negotiation* of the bonds before registry, though on the same day. It has been already demonstrated that both these transactions were valid.

8. The remaining questions raised are of little importance. The *Sixteenth Exception* to the judge's charge is, that he erroneously directed the jury that the title to these bonds passed to Cooper & Hewitt at the time they contracted for their purchase. (*Printed case, page 248–9.*) It was wholly immaterial to the issues, whether title passed by the contract, or not until the delivery of the bonds; *in either event*, Cooper & Hewitt acquired good title for value long before maturity. But the charge was right; *all* the bonds were sold, and hence were *set apart and completely identified*—nothing remained to be done *to* them or *with* them, by the vendor, save to deliver them; the price was fixed—the sale was complete. Cooper & Hewitt *owned* the bonds, and *owed the price* payable on delivery. The purchase money belonged to the railway company, and was payable upon delivery. The *Twentieth and Twenty-first Exceptions* are, that the judge erroneously charged that the whole question was one of law, and instructed the jury to find for the plaintiffs.

There was no error in this; there was no conflict of evidence, and not a single disputed fact between the parties; the sole question was, whether upon the facts permitted to be proved, and which were undisputed, the plaintiffs were in law entitled to recover; and if the court below were right in their instructions as to the law, they were bound to direct a verdict for the plaintiffs.

It is submitted that no error in law on the part of the court below has been shown, and that the judgment should be affirmed.

BARKER GUMMERE,

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